

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MARCH 19, 2013

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M. MEETING

Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes: March 5, 2013, Special Council Meeting; March 5, 2013, Regular Council Meeting; March 7, 2013, Special Council Meeting; and March 11, 2013, Joint Meeting of the City Council and Coconino County Board of Supervisors.

RECOMMENDED ACTION:

Approve as presented/amended.

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

6. PROCLAMATIONS AND RECOGNITIONS**7. APPOINTMENTS**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body....., pursuant to A.R.S. §38-431.03(A)(1).

None

8. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Sara Holloway, "Air Cafe", 6200 S. Pulliam Dr. #109, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

9. CONSENT ITEMS

ALL MATTERS UNDER 'CONSENT AGENDA' ARE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION APPROVING THE RECOMMENDATIONS LISTED ON THE AGENDA. UNLESS OTHERWISE INDICATED, EXPENDITURES APPROVED BY COUNCIL ARE BUDGETED ITEMS.

- A. Consideration and Approval of Purchase under Maricopa County Contract:** Aerial Photography and Digital Terrain Model (DTM) Acquisition.

RECOMMENDED ACTION:

Approve the purchase under Maricopa County Contract Aerial Imaging services in the amount of \$98,188.30.

10. ROUTINE ITEMS

- A. Consideration and Approval of Purchase:** Solid Waste Trucks New Bid Number 2013-08: Solid Waste Truck: New Chassis with New or Refurbished Body.

RECOMMENDED ACTION:

Consider approving the purchase under Bid Number 2013-08 from Alliance Refuse Trucks of Gilbert, AZ for one rear load and two front load garbage trucks with new truck cab / chassis and refurbished bodies in the amount of \$530,813 with trade ins.

- B. Consideration to Purchase:** Four (4) Police Interceptor Sedans.

RECOMMENDED ACTION:

Accept and approve the purchase of the lowest responsive and responsible bid from Sanderson Ford of Phoenix, for the purchase of four (4) 2013 Ford Police Interceptor Sedans in the amount of \$113,422.72 plus applicable sales tax.

- C. Consideration and Approval of Temporary Use of City-Owned Property:** Located at 216 W. Phoenix Avenue, Flagstaff, AZ 86001

RECOMMENDED ACTION:

Approve the license with Goodwill Industries for temporary use of a City property located at 216 W. Phoenix Avenue, Flagstaff, Arizona 86001.

- D. Consideration of Cost Reimbursement Agreement:** An agreement between the City of Flagstaff and the Federal Bureau of Investigation (FBI) to provide overtime reimbursement by the FBI for the formalized Northern Arizona Violent Gang Safe Streets Task Force.

RECOMMENDED ACTION:

The Flagstaff Police Department requests that the City Council approve the Cost Reimbursement Agreement to receive reimbursement of overtime costs from the FBI.

- E. Consideration and Approval of Intergovernmental Agreement:** Consideration of an Intergovernmental Agreement (IGA) with the City of Williams, City of Page, Northern Arizona University, Coconino County, City of Flagstaff, Town of Fredonia, City of Sedona, Arizona Department of Public Safety, and Arizona Game and Fish Commission for the creation and participation in the Arizona Child Abduction Response Team (CART), Coconino Region.

RECOMMENDED ACTION:

Approve the multi-agency IGA to create and participate in the Coconino Region Arizona Child Abduction Response Team (CART).

RECESS

6:00 P.M. MEETING

RECONVENE**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

11. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

12. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**13. PUBLIC HEARING ITEMS**

None

14. REGULAR AGENDA

- A. Consideration and Approval of Grant Application:** Arizona Governor's Office of Highway Safety (GOHS) Federal Fiscal Year 2014 for Police Department Applications for DUI Task Force, Youth Alcohol Prevention and Interdiction, Collision Reconstruction Team Training/Equipment, and Fire Department Extrication Equipment.

RECOMMENDED ACTION:

Approve the application(s) to the Arizona Governor's Office of Highway Safety (GOHS) for grant funds for the Police Department in the amount of \$45,240 for DUI Task Force activities, \$44,160 for Youth Alcohol Prevention and Interdiction task force, \$24,032 for Collision Reconstruction Team Training/Equipment and \$26,013 for the Fire Department Extrication Equipment.

- B. Public Hearing and Consideration / Adoption of Ordinance No. 2013-02:** An ordinance amending the Flagstaff City Code, Title 3, *Business Regulations*, Chapter 3-05, *Privilege and Excise Taxes*, Division 3-05-004, *Privilege Taxes*, by amending Section 3-05-004-0430 *Timbering and Other Extraction*, by deleting a tax exemption for felling, producing or preparing timber for sale or commercial use; amending Section 3-05-004-0475, *Transporting for Hire*, by deleting tax exemptions related to transporting by motor vehicle outside the City, towing and transportation by railroad, all in an effort to achieve a more uniform Model City Tax Code; and amending Section 3-05-006-0600, *Termination, Approval and Authority to Amend Chapter*, by making clerical revisions to clarify the history of tax code changes; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

RECOMMENDED ACTION:

- 1) Open the Public Hearing
- 2) Take public comment
- 3) Close Public Hearing
- 4) Read Ordinance No. 2013-02 by title only for the first time on March 19, 2013
- 5) City Clerk reads Ordinance No. 2013-02 by title only for the first time (if approved above)

15. DISCUSSION ITEMS

None

16. PUBLIC PARTICIPATION**17. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS****18. ADJOURNMENT****CERTIFICATE OF POSTING OF NOTICE**

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2013.

Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 03/15/2013
Meeting Date: 03/19/2013



TITLE

Consideration and Approval of Minutes: March 5, 2013, Special Council Meeting; March 5, 2013, Regular Council Meeting; March 7, 2013, Special Council Meeting; and March 11, 2013, Joint Meeting of the City Council and Coconino County Board of Supervisors.

RECOMMENDED ACTION:

Approve as presented/amended.

INFORMATION

Attached are copies of the minutes from the March 5, 2013, Special Council Meeting; March 5, 2013, Regular Council Meeting; March 7, 2013, Special Council Meeting; and March 11, 2013, Joint Meeting of the City Council and Coconino County Board of Supervisors, for consideration and approval.

Attachments: [03052013.Special.Minutes](#)
 [03052013.Regular.Minutes](#)
 [03072013.Special.Minutes](#)
 [03112013.Joint.Minutes](#)

**MINUTES OF THE SPECIAL MEETING OF THE FLAGSTAFF CITY COUNCIL HELD ON
TUESDAY, MARCH 5, 2013, IN THE CITY HALL PARKING LOT, 211 WEST ASPEN,
FLAGSTAFF, ARIZONA**

1. Call to Order

The Mayor and Council gathered at 5:45 p.m.

2. Roll Call

Present:

Absent:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

COUNCILMEMBER BAROTZ

Others present: City Manager Kevin Burke.

3. **Demonstration of new Fire Department apparatus.**

Deputy Fire Chief Bills explained the various apparatus at the site and a ribbon cutting was held.

4. Adjournment

The Flagstaff City Council adjourned at 5:55 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

REGULAR COUNCIL MEETING
TUESDAY, MARCH 5, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M.

1. **CALL TO ORDER**

Mayor Nabours called the meeting to order at 4:04 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. **ROLL CALL**

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

Councilmembers present:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Councilmembers absent:

COUNCILMEMBER BREWSTER
COUNCILMEMBER BAROTZ

Others present: City Manager Kevin Burke; Interim City Attorney Michelle D'Andrea.

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

The City Council and audience recited the Pledge of Allegiance and Mayor Nabours read the City's Mission Statement.

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

Mayor Nabours reminded everyone that next week there would be no Work Session, but there would be a Joint Work Session with the Board of Supervisors on Monday (March 11, 2013) at 4:00 p.m.

4. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A. **Consideration of Minutes:** Special Budget Meeting of January 22, 2013; Regular Council Meeting of February 19, 2013; Special Meeting (Executive Session) of February 26, 2013; and the Work Session of February 26, 2013.

Councilmember Overton moved to approve [the minutes of the Special Budget Meeting of January 22, 2013; Regular Council Meeting of February 19, 2013; Special Meeting (Executive Session) of February 26, 2013; and the Work Session of February 26, 2013]; seconded; passed unanimously.

5. **PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

None.

6. **PROCLAMATIONS AND RECOGNITIONS**

None.

7. **APPOINTMENTS**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body..., pursuant to A.R.S. §38-431.03(A)(1).

- A. **Consideration of Appointments:** Airport Commission.

Councilmember Overton moved to appoint Terry Marxen to the Airport Commission, with a term to expire October 2013; seconded; passed unanimously.

- B. **Consideration of Appointments:** Transportation Commission.

Councilmember Oravits moved to appoint Gary Robbins to the Transportation Commission, with a term to expire July 2015; seconded; passed unanimously.

- C. **Consideration of Appointments:** Public Safety Personnel Retirement System Board.

Mayor Nabours explained that this Board was different in that the statutes require the Mayor to make the appointments, on approval of the Council.

Councilmember Overton moved to approve Mayor Nabours' appointment of Dave VanBoxtaele to the Public Safety Personnel Retirement System Board, with a term expiring January 2015; and Rodney Peterson, with a term expiring September 2015; seconded; passed unanimously.

8. **LIQUOR LICENSE PUBLIC HEARINGS**

- A. **Consideration and Action on Liquor License Application:** Lauren Merrett, "Maverik", 1690 W. Rte 66, Series 09 (liquor store - all spirituous liquor), Person Transfer and Location Transfer.

Mayor Nabours moved to open the Public Hearing; seconded; passed unanimously.

There being no public input, Councilmember Oravits moved to close the Public Hearing; seconded; passed unanimously.

Councilmember Woodson moved to forward the application to the State with a recommendation for approval; seconded; passed unanimously.

9. **CONSENT ITEMS**

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None submitted.

10. **ROUTINE ITEMS**

- A. **Consideration and Approval of Proposal and Award of Contract:** Residential & Commercial Plan Review Service.

Councilmember Overton asked if there was a not-to-exceed amount associated with this contract. Mr. Scheu replied that at this point they anticipated a small

amount (possibly \$20,000) for the rest of this year; next year they have up to \$75,000 budgeted. He added that it was a different company than has been providing the service.

Mr. Scheu said that when a request comes in they determine what is currently in the box for approval. If it will be awhile to reply, based on the timelines established via SB1598, they will send it out for review by this company. It was also possible for an applicant to pay a higher fee to have their plans expedited.

Councilmember Woodson moved to approve the proposal and award the contract to Brown & Associates at 65% of the adopted plan review fee or \$80.00 per hour; seconded; passed unanimously.

B. **Consideration of Audited Financial Reports:** Year ending June 30, 2012.

Mayor Nabours said that this item was being moved to the 6:00 p.m. meeting to allow Councilmember Barotz to attend telephonically.

C. **Presentation and Consideration of Possible Amendment to City's Legislative Agenda:** Al White re Federal Legislative Issues regarding Flagstaff Housing Authority (FHA).

Al White, Chairman of the Flagstaff Housing Authority, said that they had scheduled a comprehensive retreat to bring their members up to date on issues, but they postponed that so that Mayor Nabours could attend. What was on their agenda was a timely issue since the City's delegation was soon going to Washington DC.

He said that Mr. Gouhin had told him about services that used to be provided when someone exceeded the income or the need to be in the housing assistance program. He said that they have prepared a "leave behind" packet on information and were asking that they leave the packet with the City's representatives to be reviewed, understanding that the delegation had very limited time.

He said, additionally, that they were asking the Council to consider amending their Federal Legislative Agenda to include the wording suggested by Mr. Burke to, *"Housing – Improve the efficiency and productivity of Public Housing and Section 8 Rental Assistance through reallocations, consolidations and increased funding."*

Councilmember Woodson said that he could not personally support the talk of increased funding. He suggested perhaps "appropriate funding." After further discussion, it was agreed that Mr. Burke would make edits to the handouts to eliminate the implication of "full" funding.

Mayor Nabours moved to add an element on HUD to the Federal Legislative Agenda; seconded; passed unanimously.

RECESS

The Flagstaff City Council Meeting of March 5, 2013, recessed at 4:37 p.m.

6:00 P.M. MEETING

RECONVENE

The Regular Meeting of March 5, 2013, reconvened at 6:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

11. ROLL CALL

Councilmembers present:

Councilmembers absent:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ (telephonically)
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

None

Others present: City Manager Kevin Burke; Interim City Attorney Michelle D'Andrea.

Mayor Nabours reminded everyone that next week there would be no Work Session, but there would be a Joint Work Session with the Board of Supervisors on Monday at 4:00 p.m.

12. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA

Consideration of Audited Financial Reports: Year ending June 30, 2012.

Mayor Nabours stated that this item had been moved forward from the 4:00 p.m. portion of the meeting to allow Councilmember Barotz to participate telephonically as she was a member of the Audit Committee.

Finance Director Rick Tadder gave a PowerPoint presentation which addressed:

- FISCAL YEAR 2012 ANNUAL FINANCIAL REPORTS

- WHAT'S A CAFR – Comprehensive Annual Financial Report
- ROLES AND RESPONSIBILITIES
- INDEPENDENT AUDITORS
- WHAT'S A SINGLE AUDIT
- HOW DID WE GET HERE TODAY?

Councilmember Oravits asked a question on page 57, Investments. Mr. Tadder said that Mary Ellen Pugh would be able to answer that question but she was not present, and said he would need to get back to him with the answer.

Councilmember Oravits asked what the total \$80 million in investments was for. Mr. Tadder said that they were for capital projects, with a majority of the balance in the general fund, but it also included other funds. He explained there were restrictions on special revenue funds. In looking at the total fund about \$75.2 million were restricted funds.

Mr. Tadder explained that they go through a capital improvements five-year plan. In the last fiscal year, they reappropriated some of the funds into one-time, capital or operating.

Councilmember Oravits asked what as earmarked for specific projects. He said that he would like to see a list of projects to determine if there may be some projects that are not as viable as first considered, and those funds may be available for something else. Mr. Tadder said that they would not see a direct correlation in the Financial Reports; it would be clearer to review the Budget Document.

Mayor Nabours said that they were getting off track with this discussion, although they were good questions. He suggested that they be addressed further in a CCR or during the budget process.

Mayor Nabours said that they hire an independent CPA firm to conduct the audit; it is then presented to the Audit Review Committee, on which they have three CPA's and Councilmember Barotz, along with the City Manager and Ms. Goodrich. He said that the Audit showed there were a few corrections needed, but they found no discrepancies about the financial transactions, bill pay, etc., and handling of the funds. Mr. Tadder said that was correct.

Councilmember Barotz said that the members of the Audit Committee asked very good questions and demonstrated a strong understanding of the document.

Councilmember Barotz moved to approve the June 30, 2012, Comprehensive Annual Financial Report and the Single Audit Report as recommended by the City of Flagstaff Audit Committee; seconded; passed unanimously.

13. **PUBLIC HEARING ITEMS**

None submitted

14. **REGULAR AGENDA**

- A. **Consideration of Ordinance No. 2013-08:** An Ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code Title 14, Human Relations, by adding Chapter 2, Civil Rights.

Deputy City Manager Josh Copley briefly reviewed the processed to date, noting that the first reading of the Ordinance was held on February 19, 2013, and if Council wished to moved forward they would hold second read tonight along with the adoption.

The following individuals spoke against the proposed ordinance:

- Mark Haughwout
- Katie Lanting
- Tom Cutlip
- Donald Garrett
- Louise Miller

The following individuals spoke in favor of the proposed ordinance:

- Gordon Watkins
- Kathryn Jim
- Lisa Rayner
- Marilyn Weissman

Councilmember Woodson asked for clarification from the City Attorney with regard to prior statements made on prohibiting the printing of statements showing discrimination. Mayor Nabours said that they could not print anything in the solicitation for prospective employees that facilitates discrimination. Ms. D'Andrea said that she concurred. It goes back to the early Civil Rights Days when there used to be ads in the paper prohibiting African Americans from renting. She said that it was found to be prohibited under the Civil Rights laws and free speech rights did not override that.

Mayor Nabours thanked everyone that expressed their opinion tonight, and on many other nights. He said that he could speak for the entire Council that they tried to balance all of these interests, businesses, proponents, Constitutional issues, religious, etc. They have honed this ordinance from its original draft. They have heard and considered their points; nothing has been ignored. They have tried to come up with something that was acceptable to as many people as possible.

Vice Mayor Evans moved to read Ordinance No. 2013-08 by title only for the final time; seconded; passed unanimously.

An Ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code Title 14, Human Relations, by adding Chapter 2, Civil Rights.

Vice Mayor Evans moved to adopt Ordinance No. 2013-08; seconded; passed unanimously.

- B. **Consideration and Adoption of Resolution No. 2013-02:** A Resolution of the City Council of the City of Flagstaff designating the "2013 City of Flagstaff Parks and Recreation Organizational Master Plan" as a public record and adopting the 2013 City of Flagstaff Parks and Recreation Organizational Master Plan.

Mayor Nabours said that he had previously requested the postponement of adoption so he could have more time to review the document. He met with Mr. Grube and Mr. Solberg and his questions have been answered.

Councilmember Woodson said that in reading the Staff Summary it indicates that there is no financial impact in adopting the Plan, but he believes it does have a financial impact. Mr. Grube said that this was a guiding document with recommendations in the plan, but it was not policy. If the Council or Parks and Recreation Commission chose to go a different direction it would not have to be amended to do so.

Councilmembers thanked everyone for their tremendous effort in getting this plan in place. Mr. Grube said that it had been a labor of love, and he also thanked the Mayor and Council for their contributions. He believed they now have a living and breathing document.

Mayor Nabours moved to read Resolution No. 2013-02 by title only; seconded; passed unanimously.

A Resolution of the City Council of the City of Flagstaff designating the "2013 City of Flagstaff Parks and Recreation Organizational Master Plan" as a public record and adopting the 2013 City of Flagstaff Parks and Recreation Organizational Master Plan.

Councilmember Brewster moved to adopt Resolution No. 2013-02; seconded; passed unanimously.

15. **DISCUSSION ITEMS**

Mayor Nabours said that they would not be taking any public input on these items because they were not on the agenda for discussion, but rather to determine if a majority of the Council wished to place it on a future agenda for discussion.

- A. **Discussion Item and Possible Action:** Discontinuance of the Izabel Homes Project.

Councilmember Oravits said that he is asking this be placed on an agenda sooner rather than later because of the budget coming up. He said that they have all received the report and letter he put together, as well as letters from several realtors on where the market is. He said that looking at the market and the length

of time that the City's housing has been on the market, he believed it was time to stop the project and use that funding for some other type of housing assistance.

Discussion was held on the prior discussion during the budget work session and what each member understood the direction to be. Some believed they were voting to stop the program now, while others believed they agreed to finish the Izabel Homes project and then consider how the funding could be used in the future on other housing assistance programs.

Vice Mayor Evans said that this is the second time she has been confused with the wording of the item on the agenda and because of the way it was written she was opposed. Councilmember Barotz agreed that if the intent was as stated, she would not support it either.

Mr. Burke said that his office prepares the agenda. Coming out of the mini Budget Retreat the direction he was given was to explore how the funds could be used on other housing assistance on completion of the Izabel Homes project. He had asked Ms. Darr to prepare a memo, which explained that the project would not be complete for two years. He said that the policy question is whether they stop the program now or later.

Councilmember Overton said that he was up for the discussion now. He said that they have infrastructure in place and a project moving forward with final completion in the next two years. He would be alright with putting it on the agenda to consider Izabel Homes project with alternatives.

After further discussion, **Mayor Nabours moved to put this item on a future agenda as "Continuance, Discontinuance or other alternatives of the Izabel Homes project; seconded; passed unanimously.**

Mayor Nabors said that they had touched on an issue regarding a gap in the Council's Rules of Procedures and they will be addressing that at a future retreat, as to when public participation is permitted.

B. **Discussion Item and Possible Action:** Ordinance re feeding of wildlife.

Mayor Nabours said that he has received requests from the Country Club HOA and Game and Fish to consider an ordinance to prohibit the feeding of wildlife. He has asked the Police Department for the number of vehicle collisions with wildlife and over the last two years there have been 28 of them. Game & Fish has a whole presentation they would like to give about damages to animals, etc. He said that they were looking more at bear and deer, not things like birds.

Councilmember Overton said that he would support moving it forward. Councilmember Brewster asked why the HOA did not adopt rules if they were against it. Councilmember Oravits said that he would support putting it on the agenda for discussion, but he does have reservations.

Vice Mayor Evans said that she was personally against it and she has a petition with 75 signatures of Country Club residents opposed to such an ordinance. She said that if Game and Fish wants to address the issue perhaps they should address it with the state legislators.

Mayor Nabours said that all of these issues could be considered if they were to place it on a future agenda, which was all he was asking for at this time.

Mayor Nabours moved to place on a future agenda a possible ordinance regarding the prohibition of feeding wildlife; seconded.

It was noted that Game and Fish had a presentation to be given and also had a draft ordinance that could be considered, so staff would not have to spend much time on the issue.

Motion passed 4-2 with Vice Mayor Evans and Councilmember Brewster opposed and Councilmember Barotz not voting as she was unable to hear the discussion telephonically.

16. **PUBLIC PARTICIPATION**

Marilyn Weissman, Friends of Flagstaff's Future, said that she could not make it earlier and had to wait through the whole meeting to find that they would not allow public comment on the discussion items. She suggested that the agenda include wording to that affect.

17. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**

Councilmember Woodson reported that he would not be at the meeting in two weeks as he would be in Washington DC.

Vice Mayor Evans reported that she would not be at the Joint Meeting next Monday as she had a prior engagement. She asked when they would be discussing the Rules of Procedure and public participation issue. Mr. Burke said that he plans to have that on the agenda for discussion at the April budget retreat.

Mayor Nabours reported that on February 28 there was a public forum put on by the Flagstaff Unified School District regarding school safety, and Police Chief Treadway and School Resource Officers were there. They gave a good presentation and were a good representation on behalf of the City and he was impressed that the City's efforts have been in place for several years.

Councilmember Brewster reported that she attended the President's Breakfast at NAU.

Councilmember Overton said that he would like some further information regarding the Rio de Flag project and what its impact was on NAU, as well as what NAU's position was with the realignment. Also, he has had a few businesses complain on the southside about the big parking lot for RV's. He said that they have been getting a lot of tickets for

parking because it is limited to RV's. Additionally, he asked when the signage issue would be discussed. Mr. Burke said that it making its way through Planning and Zoning right now.

Councilmember Oravits said that he has received some proposals about A-frame signs. It was suggested that they be directed to Roger Eastman at this time to be considered through the current process.

He also said that as a town relying heavily on tourism he believed that the main roads need to be swept more often. It was agreed that this would be discussed at the time they also discuss plowing. Vice Mayor Evans said that it was important to have the overall conversation. They were told they were not using cinders anymore, but people need to understand they use a mixture.

Councilmember Oravits also showed a piece of roadway that someone had given him. He said that he would like to see all of the options available to address the improvement of roads and possible revenue sources. Mr. Burke said that he was planning to have a portion of the April 9 Work Session include discussion about transportation infrastructure. Councilmember Brewster said that she would like to see options, but also the pros/cons of each.

Councilmember Barotz asked that the Council consider adding one additional person to the April 8 Work Session re the Zoning Map Amendment Process. She recommended Nat White, as a prior Councilmember and for his knowledge about land use. Council agreed.

Mr. Burke reported that he appreciated the editorial in Sunday's paper but he would be adding comments on the website to provide some factual structure on how different taxes work. He believed there was a blending of options.

18. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council adjourned at 7:20 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

ARIZONA)
) ss.
Coconino)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the meeting of the Council of the City of Flagstaff held March 5, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 19th day of March, 2013.

CITY CLERK

MINUTES OF THE SPECIAL MEETING OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, JANUARY 15, 2013, IN THE STAFF CONFERENCE ROOM, SECOND FLOOR OF THE FLAGSTAFF CITY HALL, 211 WEST ASPEN, FLAGSTAFF, ARIZONA

1. Call to Order

Mayor Nabours called the meeting to order at 8:38 a.m.

2. Roll Call

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

Present:

MAYOR NABOURS
COUNCILMEMBER BAROTZ (telephonically)
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS

Absent:

VICE MAYOR EVANS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Others present: City Manager Kevin Burke; Deputy City Managers Josh Copley and Jerene Watson; Executive Assistant to City Manager Stephanie Smith; Bob Holmes (telephonically).

3. **Discussion on logistics for upcoming Washington DC trip.**

Council reviewed the legislative briefing booklet that was developed by staff. Mr. Burke reviewed materials for the legislative agenda with Council and assigned leads for each item. The legislative items that will be discussed include:

- Public Housing and Flagstaff Housing Authority – *Mayor Nabours*
- Transportation-related initiatives including Lone Tree and Fourth Street/I-40 Bridge Projects – *Councilmember Oravits*
- Flagstaff Airport - *Councilmember Oravits*
- Rio de Flag Flood Control Project – *Mayor Nabours*
- Red Gap Water Pipeline Project – *Councilmember Brewster*
- Inner Basin Pipeline Reconstruction Project – *Councilmember Barotz*
- Forest Health Initiatives – *Councilmember Barotz*

Council also reviewed the itinerary for the upcoming trip and identified. Mr. Burke and Mr. Holmes explained the logistics for trip, including protocol for particular meetings.

Follow up items include:

- Staff at the airport and with FMPO will reach out to Councilmember Oravits regarding his request for additional information.
- Staff will provide Council with biographies for the elected Federal officials that they will meet with the coming week.

4. **ADJOURNMENT**

The Special Meeting of the Flagstaff City Council adjourned at 10:06 a.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

JOINT CITY/COUNTY WORK SESSION
MONDAY, MARCH 11, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M.

1. **CALL TO ORDER**

Chairwoman Archuleta called the Flagstaff Work Session of March 11, 2013, to order at 4:03 p.m.

Notice of Option to Recess Into Executive Session

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. **ROLL CALL**

Councilmembers present:

Flagstaff City Council
MAYOR NABOURS
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Coconino County Board of Supervisors
CHAIRWOMAN ARCHULETA
SUPERVISOR BABBOTT
SUPERVISOR FOWLER
SUPERVISOR RYAN

Councilmembers absent:

VICE MAYOR EVANS
COUNCILMEMBER BAROTZ

SUPERVISOR METZGER

Others present: City Manager Kevin Burke, County Manager Mike Townsend, Interim City Attorney Michelle D'Andrea.

3. **Public Participation (Non-Agenda Items Only):**

Public Participation enables the public to address the council about items that **are not** on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three

minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

None.

4. Discussion of County and City Legislative Agendas.

Joanne Keene, Director of Government Relations for Coconino County, provided a brief review of the County's legislative agenda.

1. Support continuation of full funding of the Payment in Lieu of Taxes (PILT) Program.
2. Support a short-term reauthorization of the Secure Rural Schools and Community Self Determination Act (SRS) and a long-term legislative solution for continued revenue sharing payments to forest counties. This Act expired in September 2012 and received a one year authorization.
3. Ensure impacts of federal sequestration do not impact local services.
4. Support H.R. 862, legislation to correct a boundary dispute in the Mountaineer Subdivision
5. Continue to support efforts in the Shultz Flood area including
 - a. Supporting performance extensions for the Natural Resources Conservation Service's Emergency Watershed Protection Program through June 30, 2015.
 - b. Funding for the US Forest Service to complete work in the Shultz Flood Area.
 - c. Emergency repair funding through the Federal Highway Administration.
6. Assist the Arizona Department of Transportation with their request for the release of energy relief funds for U.S. Highway 89 south of Page.
7. Require concessionaires to compensate local governments when operating on Federal land.
8. Continued support to the Four Forest Restoration Initiative

Flagstaff City Councilmembers asked about the general needs in the Shultz fire area. Chairwoman Archuleta explained that most of the material that is coming into the residential area is coming from the erosion of the channels created by the water. The Forest Service proposal is to speed up the natural occurring process of channel development by laying back the channels and reconfiguring the erosion to reduce the overall water flow by 75%. This is accomplished through constructing swales throughout the residential areas. Swales are wide natural channels that allow water to spread out and not create single thread channels. The Forest Service needs funding to go in and do the construction necessary to create predictable pathways.

The Emergency Watershed Protection program is the only funding that is available to do this kind of work on private property. The funding requires a 25% match from the County.

There were questions about the Mountaineer boundary dispute. Supervisor Ryan

provided some history on the issue that stemmed from an inaccurate survey from the 1960's. He said it is a pretty non-controversial issue.

Chairwoman Archuleta extended a request to the Flagstaff City Council to consider a resolution or letter of support addressing the impacts of the Secure Rural Schools on Flagstaff and Flagstaff Unified School District.

Ms. Keene continued her presentation with a brief overview of the County's State Legislative Agenda.

1. Protect County fiscal sustainability by opposing revenue shifts.
2. Support County local authority and manage local needs

Kevin Burke introduced David Sullivan, Management Intern, who provided a brief overview of the City of Flagstaff's legislative agenda.

1. Water Settlement – Secure easement rights for required water transmission lines located within Interstate 40 right-of-way, for the Red Gap pipeline.
2. Rio de Flag Flood Control – Complete the Limited Re-evaluation Report and obtain approval by the Assistant Secretary of the Army. Secure additional funding while increasing the Water Resource Development Act (WRDA) authority to \$92 million. Pursue City of Flagstaff self-administration through the Army Corp of Engineers (ACOE).
3. Forest Health – Leverage voter approved bond dollars for forest restoration with federal dollars to maximize acreage to be treated and minimize municipal costs.
4. Transportation - Secure authorization and fiscal resources for the LoneTree Interchange and the 4th Street Bridge.
5. I-11 Corridor Study – Study, track and participate in options being considered in the I-11 Corridor Study between Nevada and Arizona, investigating possible impacts to the Northern Arizona region.
6. Support efforts to improve efficiency and productivity of public housing programs. Strengthening and simplifying the section 8 rental assistance program including increase funding. Consolidate HUD activities and focus on core services.
7. Continued support of the Federal Aviation Administration. City goals are to increase number of leases at the airpark, work with FAA to replace fielding instrument landing system and adding new routes for the Flagstaff market.
8. Timberwall reimbursement. Reimbursement for the installation of 1500 timber walls necessary to complete the construction of the pipeline road.

5. Presentation re Brownfield Grant on Route 66.

Kevin Burke introduced Karl Eberhard, Community Design and Redevelopment Manager, who provided a PowerPoint presentation on the Brownfield Grant on Route 66.

There were inquiries about a map that shows the locations of possible contamination. Mr. Eberhard said that the City of Flagstaff had created a map of the downtown area and other communities had also already identified many areas that needed attention. Further development of a more detailed map may be included in the scope of the project but that is unknown at this time.

City Council and the Board of Supervisors asked about possible tax benefits to Brownfield redevelopment. Mr. Eberhard explained that there are tax benefits for Brownfield clean up.

There were questions about the disbursement of funds among the participating communities. Mr. Eberhard explained that while the details have not been decided, the projects will most likely move forward by first come first serve with no community getting more than one-fourth of the overall funding.

6. Update on Flagstaff Regional Plan 2030: Place Matters.

Kim Sharp, Neighborhood Planner, provided a PowerPoint presentation for an Update on the Flagstaff Regional Plan.

The City Council and BOS inquired about the comments being integrated into the plan, how and when it was anticipated to be done. Ms. Sharp indicated that in between each step of the timeline of public comment there will be edits and changes made to the document, all changed will be tracked and strikethroughs will be used so that it will be clear where changes are being proposed.

Mr. Burke clarified that once the CAC is done they are done and once PZ is done, they are done. They will not send back for reconsideration as much as possible.

It will be really important for the public bodies to understand that this is their one time to propose changes and provide input.

It was asked why the City is holding the election in the spring instead of at the fall election in November when there is typically higher voter turnout.

Ms. Sharp explained that while they do not anticipate a failure to pass the Regional Plan in the spring, they wanted to have a back up in place in case it did fail. By law the plan must be adopted by December 2014.

Nat White, member of the CAC, offered some insight to the process the CAC went through to come to consensus. Not all agreed at times, it took a long time and a lot of compromise to come to an end point.

There is concern about the broadness of the representation of the community in the makeup of the CAC. There are many interests within the community and the challenge of how to get a fair share in the discussion. There have been numerous opportunities for public comment; there have been a lot of open meetings where public comment is allowed. Now that the draft has been released there is another opportunity for people to offer their comments and suggestions. This public input time is the exact approach and mechanism for those who felt they did not have adequate representation on the CAC.

Chairwoman Archuleta indicated that there may be some overlap with the proposed schedule and the County's budget process and summer break. The County will review the dates and report back to the City with any conflicts.

7. Informational Items To/From Chairman, Supervisors and County Manager/Mayor, Council and City Manager.

Supervisor Babbott reported on an issue related to a uranium mining permit on state trust land near Cataract Creek; this is an area that the BOS identified as a protected watershed. He is looking at trying to get some extended public comment.

Supervisor Ryan thanked the City Council for having them and commented on the importance of cooperative relationships.

Supervisor Fowler thanked the City and also commented on the importance of the relationship that they have.

Supervisor Fowler provided an update on Highway 89. Highway 89 is currently closed but 89A to Vermillion Cliffs, Lee's Ferry and Jacobs Lake is open. There is a turn off at Tuba City for Junction 160 to Highway 89 to Page. Page is open for business. Emergency funding came through to improve the 27 miles of dirt road in the area to help alleviate further transportation issues.

Mayor Nabours commented on the many overlapping and common issues between the City and the County. Because of this overlap the City Manager, County Manager, Chairwoman Archuleta and he meet monthly to help coordinate on issues.

Chairwoman Archuleta reported that Coconino County was selected to host the Western Interstate Regional Conference this year. Ms. Archuleta thanked the City of Flagstaff Convention and Visitors Bureau and Gail Jackson for their help in promoting the event and getting the word out.

8. Adjournment

The Flagstaff Joint City Council / County Board of Supervisors Meeting of March 11, 2013, adjourned at 6:05 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 03/15/2013
Meeting Date: 03/19/2013



TITLE:

Consideration and Action on Liquor License Application: Sara Holloway, "Air Cafe", 6200 S. Pulliam Dr. #109, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Policy Decision or Reason for Action:

Sara Holloway is the agent for a new Series 12 (restaurant) liquor license for Air Cafe.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal:

Effective governance (Regulatory action)

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- (1) Table the item if additional information or time is needed.
- (2) Make no recommendation.
- (3) Forward the application to the State with a recommendation for approval.
- (4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

An application for a new Series 12 liquor license was received from Sara Holloway for Air Cafe. Ms. Holloway is the agent for the liquor license application.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Gregory Brooks, Code Compliance Officer resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

The deadline for issuing a recommendation on this application is March 29, 2013.

The applicant is not required to provide the distance between the applicant's business and the nearest church or school for government (Series 05), hotel/motel (Series 11), or restaurant, (Series 12) liquor license applications; and the State does not require a geological map or list of licenses in the vicinity for any license series.

Expanded Financial Considerations:

This business will contribute to the tax base of the community.

We are not aware of any other relevant considerations.

Community Benefits and Considerations:

The application was properly posted on February 26, 2013.

No written protests have been received to date.

Attachments: [Air Cafe - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [Air Cafe - PD Memo](#)
 [Air Cafe - Code Memo](#)
 [Air Cafe - Tax Memo](#)

OFFICE OF THE CITY CLERK

March 6, 2013

Air Cafe
Attn: Sara Holloway
6200 S. Pulliam Dr. #109
Flagstaff, AZ 86001

Dear Ms. Holloway:

Your application for a new Series 12 liquor license for Air Café at 6200 S. Pulliam Dr. #109 was posted on February 26, 2013. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on Tuesday, March 19, 2013 which begins at 4:00 p.m.

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application will expire on March 18, 2013 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will accept a motion to open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. By motion, Council will then close the public hearing.
8. By motion, the Council will then vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

MEMORANDUM

Memo # 13-032-01

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright

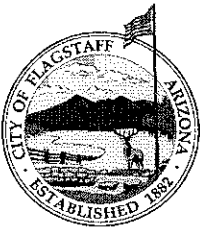
DATE: February 28, 2013

RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “Air Cafe” located at 6200 Pulliam Dr #109

On February 28, 2013, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Sara Holloway (Agent) on behalf of Air Cafe. The restaurant is located at 6200 Pulliam Dr Suite 109 in Flagstaff. Franco LoFranco and Susan Lumsden are the controlling persons listed on the application. Franco is the owner of the restaurant, but Sara Holloway will be running the day to day operations. Franco LoFranco recently purchased the business previously called the “Blu Moon Café” and previously owned by Sara Holloway. Franco is requesting a new series 12 license to reflect the ownership change. This is an application for a new series 12 license #12033337.

I conducted a query through local systems and public access on Sara Holloway, Franco LoFranco and Susan Lumsden and no recent derogatory records were found. I spoke with Sara Holloway who stated she has completed the mandatory liquor license training course and provided proof. No liquor law violations could be located for the business or Sara.

As a result of this investigation, I can find no reason to oppose this series 12 liquor license application. Recommendation to Council would be for approval.



Planning and Development Services Memorandum

January 30, 2013

TO: Susan Alden, City Records Technician

THROUGH: Roger Eastman, AICP, Zoning Code Administrator

FROM: Gregory Brooks, Code Compliance Officer II

RE: Application for Liquor License #12033337
6200 S. Pulliam Dr, #109, Flagstaff, Arizona 86001
Assessor's Parcel Number 104-19-123
Sara Halloway on behalf of Air Café', Inc.

This application is a request for a Series 12 (Restaurant) new liquor license from Sara Halloway on behalf of Air Café', Inc., located in the Public Facility (PF) Zone and Airport Overlay (AO) Zones. Liquor License #12033304 is currently associated with this property.

There are no active Zoning Code violations associated with Sara Halloway or Air Café'.

This liquor license is recommended for approval.

Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: March 6, 2013

Re: Series 12 Liquor License – New License – Air Cafe

Air Café Inc with Franco Lofranco as its Managing Member is licensed with the City Sales Tax Section and current on its tax return filing. Currently they are in good standing with the Sales Tax Section.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Ladd Vagen, Information Technology Director
Co-Submitter: Candace Schroeder, CPPB, Sr. Proc. Specialist
Date: 03/15/2013
Meeting Date: 03/19/2013



TITLE:

Consideration and Approval of Purchase under Maricopa County Contract: Aerial Photography and Digital Terrain Model (DTM) Acquisition.

RECOMMENDED ACTION:

Approve the purchase under Maricopa County Contract Aerial Imaging services in the amount of \$98,188.30.

Policy Decision or Reason for Action:

The reason for the action is the City's need to replace aerial imagery taken in 2007 with newer, up-to-date, imagery utilized by several City divisions.

Financial Impact:

- The Division of Information Technology has budgeted \$75,000.00 in Fiscal Year 2013 for the purchase of aerial imagery in account number 001-0833-502-2006.
- The Stormwater Section will fund \$17,019.00 from savings related to the drainage maintenance program in Fiscal Year 2013 account number 040-3206-601-2105.
- The Utilities Division will fund \$2,900.00 from savings related to the ADWR Fees that are not required in Fiscal Year 2013 due to changes in state law in account number 201-4201-700-2811.
- The Landfill Section has budgeted \$40,000.00 in Fiscal Year 2013 for the purchase of aerial imagery in account number 280-4104-790-4104.

Connection to Council Goal:

Effective governance

Has There Been Previous Council Decision on This:

None previously.

Options and Alternatives:

- Option A: Utilize Maricopa County's contract with Sanborn as the lowest, responsive and responsible bidder for the amount of \$98,188.30 for Aerial Photography and Digital Terrain services.
- Option B: Conduct our own formal competitive bid process.
- Option C: Continue to use existing Aerial Photography and Digital Terrain from 2007.

Background/History:

The City has been purchasing aerial photographs for decades to support the efforts of many divisions. Historically, the City purchased aerials by quarter section tiles, a few quarter sections every year. At the time, this was more economical, but left the City with a patchwork of photos and Digital Terrain Models (DTMs) from many different years. One quarter section photo may have been taken in 1995, and the next quarter section may have been from 1988. Newer roads, subdivisions, and other developments would often disappear when moving from a newer quarter section photo to an older one. Because of major improvements in computer technology, digital photography and other equipment used in the acquisition of aerial photography, the price has come down considerably while the quality has gone up. Today we can purchase seamless high resolution color aerial photography (including near infrared) for the entire City plus a two mile buffer area for the same price of a few black and white quarter sections in the 1990's.

Key Considerations:

- Aerial photographs are used by the GIS section to update and maintain many GIS data layers.
- Aerial photographs and the accompanying DTM update will be used by Storm Water for their master plan and to share with FEMA floodplain mapping.
- The DTM update will be used by Public Works to update landfill usage calculations.
- NIR (Near Infrared) from the photographs could be used to do a forest health study showing the effects of drought on our forests and assist with thinning projects.
- Buying new Citywide images every few years makes it possible to show how the City changes and grows over time. The last set of aerial photographs were taken in the fall of 2007. The optimal time of year to take aerial photos for the City's purposes is in the spring just before the trees begin producing leaves.
- The aerial photographs, DTM updates and resulting GIS data are used by the public for a variety of purposes.

Community Benefits and Considerations:

The aerial photographs, DTM data and resulting GIS data updates are used by developers, engineers, real estate agents and other businesses for a variety of purposes beneficial to the City.

Community Involvement:

Inform

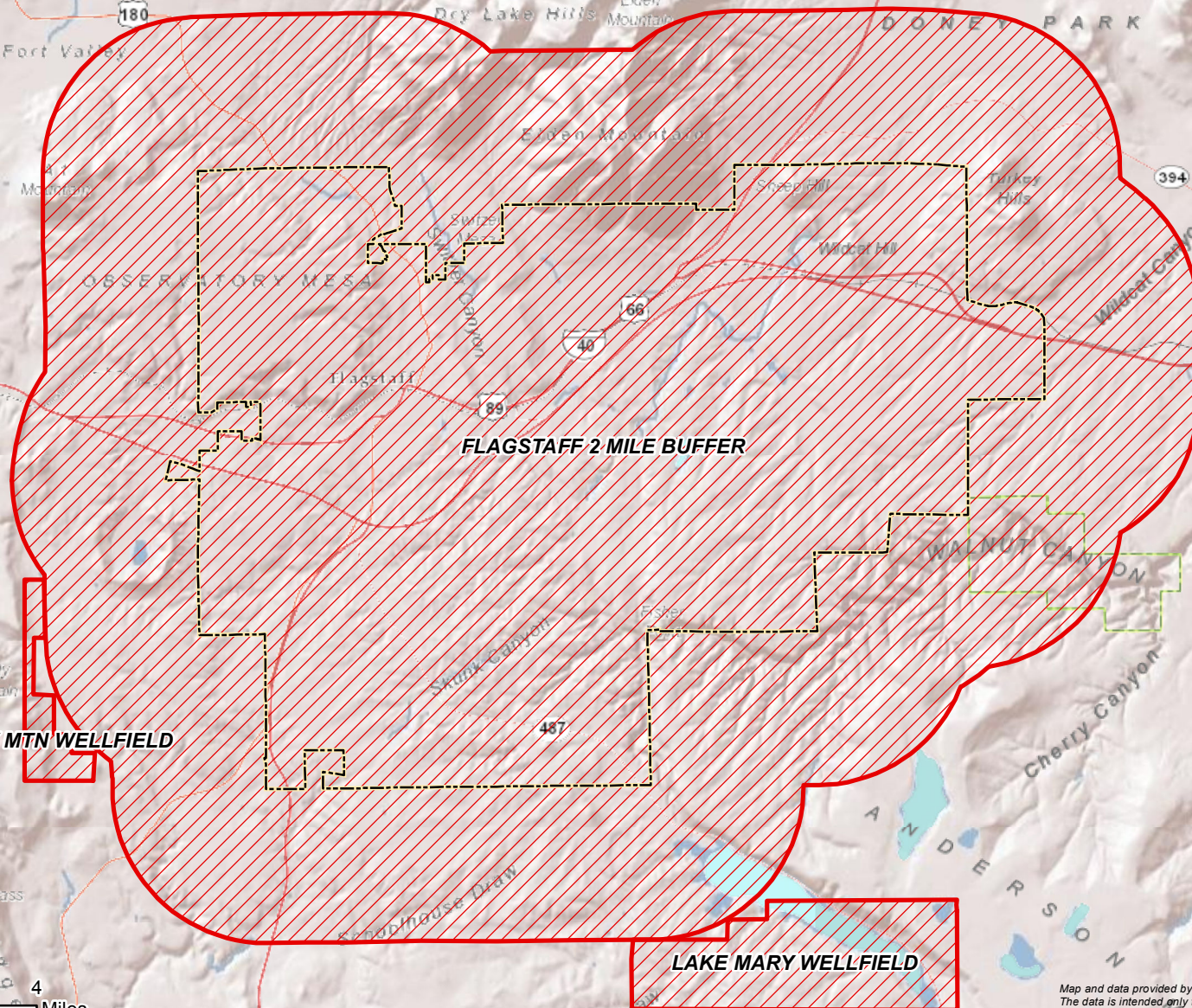
Expanded Options and Alternatives:

- Option A: Utilize Maricopa County's contract from Sanborn as the lowest, responsive and responsible bidder for the amount of \$98,188.30 for Aerial Photography and Digital Terrain services.
- Option B: Conduct our own formal competitive bid process.
- Option C: Continue to use existing Aerial Photography and Digital Terrain from 2007.

Attachments: Map of proposed aerial photography
Draft Service Agreement

Proposed Flight Areas Flagstaff Aerial Project 2013

LANDFILL



Map and data provided by COF GIS Section 03/2013
The data is intended only to depict approximate locations.
It should not be relied upon without proper field verification.

ATTACHMENT A

**DRAFT AGREEMENT FOR
AERIAL IMAGERY SERVICES**

CITY OF FLAGSTAFF

and

SANBORN COMPANY, INC.

This Agreement for a City of Flagstaff Aerial Imagery Services ("Agreement") is made by and between the City of Flagstaff ("City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Sanborn Company, Inc, with an office at 1935 Jamboree Drive Ste 100, Colorado Springs, Colorado ("Provider"), effective as of the date written below.

RECITALS

- A. The City desires to enter into this Agreement for Aerial Imagery Services for the City of Flagstaff; and
- B. Provider has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work, attached to this Agreement as Exhibit A;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to provide the services, as set forth in detail in Maricopa County RFP 12071 attached hereto and hereby incorporated as part of this Agreement and adopted by reference.

2. COMPENSATION OF PROVIDER

The City agrees to make payment, in the amount of \$ 98,188.30 for Aerial Imagery services set forth in.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of

Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement. Provider is not obligated to accept all requests for services, depending on circumstances with other work being performed for other clients.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports if requested by the City to be provided by Provider to the City and the right of the City, and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative: To Provider:

Candace Schroeder, CPPB
Sr. Procurement Specialist
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

Jason Caldwell, Regional Manager
Business Development
Sanborn Company, Inc.
1935 Jamboree Drive Ste 100
Colorado Springs, CO 80920

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by

the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors, if any, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof.)
Combined Single Limit Per Accident \$1,000,000
for Bodily Injury and Property Damage
2. Professional Liability \$1,000,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self-insured and/or deductibles associated with the Proposer's insurance coverage.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages:

- a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Provider; including the City's general supervision of the Provider; products and completed operations of the Provider; and automobiles owned, leased, hired or borrowed by the Provider.
- b. The Provider's insurance shall contain broad form contractual liability coverage.
- c. The Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
- d. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this contract.
- f. The policies shall contain a waiver of subrogation (not including auto) against the City, its officers, officials, and employees for losses arising from work performed by the Provider for the City.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Provider for the City.

6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

6.2

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.

Flagstaff, Arizona 86001

6.3 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

6.4 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Candace Schroeder, CPPB, Sr. Procurement Specialist, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ. 86001.** The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.5 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this

Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or Provider without prior written consent of the other.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City shall notify Provider of such occurrence, and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to Provider under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 Compliance with Federal Immigration Laws and Regulations. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration

laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").

A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.12 Subcontractors. This Agreement or any portion thereof shall not be subcontracted without the prior written approval of the City. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

8.13 Waiver. No failure to enforce any condition or covenant of this Agreement by the City shall imply or constitute a waiver of the right of the City to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the City of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

8.14 Business Operations in Sudan/Iran. In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

9. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of three (3) years, beginning [, 2013 through , 2016], unless sooner terminated as provided above. Upon mutual agreement between the City and Provider, this Agreement may be renewed for a maximum of two (2) additional one (1) year terms, upon mutual agreement from both parties. The Purchasing Director of the City has authority to bind the City only for the purpose of renewing the term of this Agreement as described in this section.

City of Flagstaff

Provider

Kevin Burke, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution:_____

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Steve Bergeron, Solid Waste Collection Manager,
Public Works
Date: 03/15/2013
Meeting Date: 03/19/2013



TITLE:

Consideration and Approval of Purchase: Solid Waste Trucks New Bid Number 2013-08: Solid Waste Truck: New Chassis with New or Refurbished Body.

RECOMMENDED ACTION:

Consider approving the purchase under Bid Number 2013-08 from Alliance Refuse Trucks of Gilbert, AZ for one rear load and two front load garbage trucks with new truck cab / chassis and refurbished bodies in the amount of \$530,813 with trade ins.

Policy Decision or Reason for Action:

There exists a need to replace aged, costly, equipment with new efficient equipment to maintain current service levels.

Financial Impact:

- The Solid Waste Section budgeted \$826,198 for FY 2013 to purchase three solid waste trucks from the Environmental Services fund; Residential, Commercial Trash and Commercial Recycling programs.
- The purchase price of all three trucks, tax and trade in is \$530,813, a savings of \$295,385 or 36%.
- The trade in value of four old trucks is a total of \$100,000. The last trucks auctioned sold for \$7,800 and \$10,100 respectively.

Connection to Council Goal:

Develop an ongoing budget process and effective governance

Previous Council Decision on This:

Yes. Council rejected all bids for new trucks in Bid#2013-30 at its May 1, 2012 meeting.

Options and Alternatives:

Option A: Accept bid from Alliance Refuse Trucks as the lowest responsive and responsible bidder in the amount of \$530,813 for one rear load and two front load garbage trucks, including the trade in of one rear load and three front load garbage trucks.

Option B: Continue to operate the old equipment.

Option C: Reject all bids as submitted and solicit new bids.

Background/History:

Within the Solid Waste Section, some of the equipment has become aged and replacements have been deferred for several years due to the economic downturn and resulting decline in tonnage collected. This year it was determined that some fleet replacements are necessary due to the increased downtime, repair and maintenance costs incurred by continuing to operate the aged equipment and anticipated major costs.

The Solid Waste Section budgeted \$1,124,297 in Fiscal Year 2012 from the Environmental Service Fund for the purchase of four (4) Solid Waste Collection trucks in the Residential, Commercial Trash and Commercial Recycling Programs. After deferring the purchases in FY 2012 to FY 2013 and re-evaluating fleet needs, the Solid Waste Section decided to reduce its commercial fleet by one vehicle, lowering the budgeted amount by \$298,099, to a total budget of \$826,198 for Fiscal Year 2013.

Further potential cost reductions were accomplished by soliciting bids for New Truck Chassis with New or Refurbished bodies and requiring trade in value for our old equipment. This brought the total purchase price for the three (3) trucks to \$530,813, a savings of \$295,385 or 36% below the FY 2013 budget.

One of Solid Waste's considerations in developing the bid criteria was to upgrade the cab and chassis specifications in order to acquire more durable equipment and have a platform on which to refurbish entire trucks, thereby extending their useful working life at a fraction of the cost. This would also maintain greater trade in value at the end of the equipment's useful life.

All of the trucks being considered for replacement meet the Fleet Management criteria for replacement in regard to age, mileage or hours used and life to date costs, and were approved by the Fleet Management Committee for replacement.

The truck statistics for the four (4) trade ins are as follows:

The oldest garbage truck, G8-51, a rear load truck is 17 years old (1996), was purchased for \$111,840, has life to date costs of \$179,015 and 6,900 hours on it. This truck has experienced long periods of downtime and increasing repair costs, making it unsuitable for a front line or back up truck.

G8-72, a front load truck is 13 years old (2000), was purchased for \$156,712, has life to date costs of \$296,577 and 180,729 miles on it. This truck has been chosen to be eliminated from the Solid Waste fleet.

G8-77, a front load truck is 10 years old (2003) was purchased for \$174,050, has life to date costs of \$286,479 and has 180,690 miles on it.

G8-78, a front load is 10 years old (2003), was purchased for \$174,050, has life to date costs of \$269,488 and has 175,840 miles on it.

These pieces of equipment have had many significant repairs (engines, transmissions, drive trains and hydraulics) in their lifetimes and are no longer cost effective to operate. These trucks are not candidates for refurbishment, as their chassis were not designed to sustain extended life through this process.

Key Considerations:

When preparing to purchase the replacement equipment, staff became aware of vendors that could provide New Chassis with New or Refurbished Bodies. The City of Flagstaff conducted a formal solicitation for bids to purchase garbage trucks and the evaluation committee concluded that Alliance Refuse Trucks of Gilbert, AZ was the most responsive and responsible bidder.

An important consideration for purchase from this bidder is the very short delivery time promised: within 45 days. The vendor is able to meet this commitment because they keep new truck cab / chassis in stock and have a complete facility for the manufacture and refurbishment of the bodies.

The typical delivery time for new trucks from all other vendors has been 280- 365 days or greater and many times the trucks have been delivered much later than the promised dates, costing the City of Flagstaff greater expense and downtime.

The warranty on the truck engines offered (Cummins) is a five (5)-year, 300,000 mile warranty, which exceeds the bid specification by 100,000 miles.

The warranty on the transmissions offered (Allison) is a five (5) year 300,000 mile warranty, which exceeds the bid specification by 100,000 miles.

The rest of the warranties met all specifications requested in the bid document.

The City of Flagstaff and Fleet Services has had a long working relationship with Rush Peterbilt, the authorized Peterbilt repair and warranty facility in Flagstaff. Fleet Services will be the authorized repair facility for the Heil refuse bodies in Flagstaff. Fleet Services has many years of experience with Heil refuse truck bodies, their operation and repair.

Expanded Financial Considerations:

- The Solid Waste Section budgeted \$826,198 for FY 2013 to purchase three solid waste trucks from the Environmental Services enterprise fund; Residential, Commercial Trash and Commercial Recycling programs.
 - The purchase price of all three trucks, including tax and trade in value is \$530,813, a savings of \$295,385 or 36%.
 - The trade in value of each of the four trucks is \$25,000, or a total of \$100,000.
- The last two trucks sold at auction only sold for \$7,800 and \$10,100 respectively.
- The significantly shorter deliver times will allow the Solid Waste Section to save budget dollars by utilizing equipment to its full potential, without incurring further expensive repairs.

Community Benefits and Considerations:

The Solid Waste Section's trash and recycling collections programs must complete all route collections daily. In order to accomplish this task productively, efficiently and cost effectively, collections equipment must be in good running condition.

Replacing older, high maintenance, worn out equipment ensures that the Solid Waste Section can meet promised and expected service levels to our customers, keep fees and costs lower and maintain customer satisfaction in our community.

Community Involvement:

None

Expanded Options and Alternatives:

Option A: Accept bid from Alliance Refuse Trucks as the lowest responsive and responsible bidder in the amount of \$530,813 for one rear load and two front load garbage trucks, including the trade in of one rear load and three front load garbage trucks.

Option B: Continue to operate the old equipment.

Option C: Reject all bids as submitted and solicit new bids.

Attachments: Bid Tab 2013-08

CITY OF FLAGSTAFF BID TABULATION

DATE: 01/31/2013 BID/PROJECT NO: 2013-08 BID/PROJECT NAME: SW Trucks New/New Chassis/New/Refurb Body

CONDUCTED BY: Candace Schroeder ANTICIPATED COUNCIL AWARD DATE:

WITNESS: Di Ann Butkay ENGINEERS ESTIMATE: \$

VENDOR	BO ND	ADDENDUM			New Front Load	New Rear Load	Refurb Front	Refurb Rear	New Convert.	DEL
		1	2	3						
Balar Equipment					No Bid	No Bid	No Bid	No Bid		
Freightliner		✓			No Bid	30,000 200 345 45	No Bid	30,000 196 769 20		
Alliance		✓			No Bid	No Bid	50,000 383 061 -	50,000 147 752 10		
RWC International		✓			46,000 581 235 40	46,000 209 937 98	No Bid	No Bid	46,000 Rear 170 413 35	
Trucks West of Phoenix		✓			10,000 575 288 69	No Bid	No Bid	No Bid		
Vanguard Trucks Prime		✓			62,500 462 142 18	62,500 168 429 04	No Bid	No Bid	62,500 Rear 156 057 31	
Vanguard Trucks Alt 1		✓			62,500 496 310 96	No Bid	No Bid	No Bid		
Vanguard Trucks Alt 2		✓			62,500 384 265 94	62,500 167 229 65	No Bid	No Bid	62,500 Rear 154 990 54	
Wayne		✓			30,000 540 948 -	30,000 239 082 -	30,000 473 199 -	30,000 217 992 -	30,000 Rear 207 560 -	
Trucks West 2		✓			30,000 554 709 40	30,000 247 079 24	30,000 245 992 49	30,000 243 486 55		

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jennifer Brown, Special Services Supervisor,
Police Department
Co-Submitter: Candace Schroeder, CPPB, Sr. Procurement
Specialist
Date: 03/15/2013
Meeting Date: 03/19/2013



TITLE:

Consideration to Purchase: Four (4) Police Interceptor Sedans.

RECOMMENDED ACTION:

Accept and approve the purchase of the lowest responsive and responsible bid from Sanderson Ford of Phoenix, for the purchase of four (4) 2013 Ford Police Interceptor Sedans in the amount of \$113,422.72 plus applicable sales tax.

Policy Decision or Reason for Action:

The reason for the action is the City's need to replace older patrol sedans with new, more efficient, sedans that will allow the Flagstaff Police Department to adequately arrive to calls for service and to replace vehicles that have surpassed the mileage limit of 115,000 per the City's fleet policy.

Financial Impact:

- The Police Department has budgeted in the Police Rolling Stock (001-2207-531-4401) in the amount of \$141,174.
- The Police Department would like to purchase four (4) Ford Police Interceptors with the options listed below.
- The purchase of one Ford Police Interceptor is \$26,460.68, plus \$1,895.00 in options for a total of **\$28,355.68**
- **\$28,355.68 x 4 = \$113,422.72**

Options added are:

1. Rear windows inoperative from rear seat positions \$30.00
 2. Disabled interior courtesy lamps with door open \$30.00
 3. 5 year/60,000 mile bumper to bumper warranty with no deductible \$985.00
 4. Power train warranty: 5 year/100,000 mile \$850.00 Non taxable
- Request to purchase four for a total of \$113,422.72
 - Originally the Police Department intended to purchase six Ford Crown Victoria's at \$28,304.45 each, however they are no longer in production. The purchase has been revised to (4) four in order to use the remaining funds to outfit the patrol sedans.

Connection to Council Goal:

Maintain and deliver exemplary police service to the community and citizens.

Previous Council Decision on This:

None previously.

Options and Alternatives:

- Option A: Accept Purchase Bid 2013-05 from Sanderson Ford as the lowest, responsive and responsible bidder for the amount of \$113,422.72 for the four (4) Ford Police Interceptor Sedans.
- Option B: Continue to use the existing police sedans and forego the purchase of the police sedans at this time. One impact may be that we run the risk of having older police sedans incurring high maintenance costs. By accepting this option, the City may experience additional downtime, additional repair costs and vehicles in for repair.

Background/History:

All four of these Emergency Response police sedans are for the Police Department (Patrol), and are all replacement vehicles. The criterion for replacement of a police sedan is 5 years and/or 115,000 miles. The four vehicles that will be replaced will have reached the mileage threshold or have severe mechanical problems by the end of this fiscal year. These vehicles were originally approved for six patrol sedans in FY12 but the police department held the purchase until FY13. Below are the vehicles slated for replacement.

- P2176 Vehicle has 104,000 miles and is starting to have major mechanical issues
- P2177 Vehicle has 114,000 miles but has been retired due to severe mechanical issues
- P2178 Vehicle has 113,000 miles
- P2179 Vehicle has 116,000 miles

All Vehicles being presented to the City Council for replacement purchase have been reviewed, evaluated and approved by the Fleet Management Committee, which is comprised of the Fleet Superintendent, line workers, and supervisors throughout the organization. During the review/replacement process, the Fleet Superintendent along with his staff first evaluates the vehicles proposed for replacement. In performing their evaluation they review fiscal year-to-date as well as life-to-date costs to determine if the vehicle or equipment has had any recent major component overhaul or replacement. If the existing units are mechanically sound and the body is in fairly good condition, the unit is usually recommended for retention for another year. If a unit has incurred a significant number of expenditures and is likely to experience major component failures, this unit will be recommended for replacement by the Fleet Superintendent and forwarded to the City Fleet Management Committee for their consideration.

This year the Police Department has been faced with an extremely difficult challenge. The existing fleet consists of the Ford Crown Victoria model as their primary patrol sedan. Ford has stopped production of the Crown Victoria and is currently in production of the Ford Police Interceptor. The Police Department has extra equipment inventory to outfit at least six Crown Victoria's. Unfortunately, during the bid process we were unsuccessful in receiving a bid for Ford Crown Victoria's due to the vehicles not being produced or being sold out.

The equipment we have in inventory is not compatible with the new Ford Police Interceptor or any other make police sedan. The Police Department will have to purchase or refurbish all equipment (lights, partitions, radio consoles, etc) in order to have a complete patrol sedan. Instead of purchasing the recommended and approved six (6) patrol sedan vehicles, the Police Department has decided to purchase four (4) and utilize the remaining funds to assist in outfitting the patrol sedan with the

appropriate emergency equipment.

The local Ford dealership did not respond to the bid and when staff followed up to query why, they had determined that they would not be competitive with an expected California bidder.

Key Considerations:

The purchases being recommended were all reviewed and approved by the Fleet Committee.

- Power Train Warranty: 5 year/100,000 mile
- 5 year/60,000 mile bumper-to-bumper warranty with no deductible

Community Benefits and Considerations:

The replacement of four (4) patrol sedans will help to reduce the amount of downtime, additional repair costs and vehicles in for repair. The replacement will help to ensure a reliable fleet of Police Sedans which allows the Police Department to effectively provide exemplary services to the citizens of Flagstaff in a safe and timely manner.

Community Involvement:

None

Expanded Options and Alternatives:

- Option A: Accept Purchase Bid 2013-05 from Sanderson Ford as the lowest, responsive and responsible bidder for the amount of \$113,422.72 for the four (4) Ford Police Interceptor Sedans.
- Option B: Continue to use the existing police sedans and forego the purchase of the police sedans at this time. One impact may be that we run the risk of having older police sedans incurring high maintenance costs. By accepting this option the City may experience additional downtime, additional repair costs and vehicles in for repair.

Attachments: Bid Tabulation 2013-05

CITY OF FLAGSTAFF BID TABULATION

DATE: 12/4/2012 BID/PROJECT NO: 2013-05 BID/PROJECT NAME: Police Vehicles Bid

CONDUCTED BY: Candace Schroeder

WITNESS: Patrick Brown ARL RAN MCCOY ENGINEERS ESTIMATE: \$

[illegible]

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jill Trompeter, Real Estate Manager
Date: 03/15/2013
Meeting Date: 03/19/2013



TITLE:

Consideration and Approval of Temporary Use of City-Owned Property: Located at 216 W. Phoenix Avenue, Flagstaff, AZ 86001

RECOMMENDED ACTION:

Approve the license with Goodwill Industries for temporary use of a City property located at 216 W. Phoenix Avenue, Flagstaff, Arizona 86001.

Policy Decision or Reason for Action:

The City is in need of creating presence at 216 W. Phoenix. The property was previously utilized as a homeless shelter. Since the relocation of the shelter in 2012, staff has encountered vagrants gathering at this location. Goodwill Industries needs a facility to use, temporarily, for the sorting of donations until their new facility is completed. The expected occupancy will be three to four months. Goodwill Industries has agreed to return the building in clean and better condition than originally obtained, in lieu of monetary compensation. Goodwill Industries has agreed to carry insurances as required by the City.

Financial Impact:

There will be no monetary consideration to the City for this occupancy, nor will there be any financial cost associated with the occupancy of this facility. The City's benefit will be outweighed through the presence of occupancy, and deterring a criminal element.

Connection to Council Goal:

11. Effective governance

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

Option A: Grant the authorization of a license agreement with Goodwill industries.

Option B; Deny the request to approve a license agreement with Goodwill Industries

Option C: Deny the authorization to approve this license agreement and ask City staff to patrol area on a more frequent basis.

Option D: Grant authorization of a license agreement and require Goodwill Industries to pay market rents

Background/History:

This parcel was purchased as part of the Rio De Flag project. Recently a portion of this property was leased to Flagstaff Shelter Services and has remained vacant since the left. Staff has received complaints of loitering in this general area and would like to have a presence at this location to minimize loitering. Goodwill Industries is needing a temporary space for the sorting of their donated goods until their east side store's renovations are completed. The expected use is three to four months. Goodwill Industries has agreed to leave the building in clean and better condition than when they acquired use.

Key Considerations:

This is a temporary use and will help deter loitering issues that have resulted at this location over time, due to the vacancy.

Expanded Financial Considerations:

There will be no monetary consideration to the City for this occupancy, nor will there be any financial cost associated with the occupancy of this facility. The City's benefit will be outweighed through the presence of occupancy, and hindering a criminal element.

Community Benefits and Considerations:

Community benefit would be to assist a local non-profit whose mission is to help the Flagstaff Community.

Community Involvement:

Collaborate. This is an example of the non profit and public sector working together in assisting one another.

Attachments: Goodwill license unsigned

LICENSE AGREEMENT

between

Goodwill Industries

and the

City of Flagstaff

This License Agreement (the "Agreement") is made this _____ day of _____, 20__ by and between the City of Flagstaff (the "City"), an Arizona municipal corporation with offices at 211 W. Aspen, Flagstaff, AZ 86001, and _____ ("Licensee").

RECITALS

- A. The City has a vacant building in where the City would like an occupant to provide oversight and interior maintenance during it's occupancy.
- B. Goodwill Industries is in needing a space for the storage of donated goods, for the duration of three months.
- C. The City wishes to have Goodwill Industries occupy the building for a temporary duration in exchange for interior maintenance and oversight during their tenancy.
- D. The City is authorized to enter into this Agreement under Article I, Section 3 of the Flagstaff City Charter.

1. Term of Agreement

This Agreement will be effective for a period of three (3) months from the date of execution of the Agreement and two (2) additional one (1) month extensions, not to exceed a total of five (5) months, unless terminated earlier by either party pursuant to Section 5 below. The City Council delegates its authority to extend this Agreement for the two additional one-month extensions to the Assistant to the City Manager for Real Estate.

2. Statement of Work

2.1 City agrees to make XX square feet of space available in a City building located at 211 W. Phoenix Avenue, Flagstaff, Az 86001.

2.2 Licensee agrees to use facility for storage and sorting of donations only. No other uses will be permitted.

3. Indemnification The Licensee agrees to indemnify, defend, save and hold harmless the City, its officers, officials, agents and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) including but not limited to claims for personal injury (including death) or property damage caused, in whole or in part, by the acts, errors, omissions, negligence, of Licensee or any of Licensee's directors, officers, agents and employees except if such claims, demands, actions, liabilities, damages, losses or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for personal injury (including death) or property damage are caused, in whole or in part, by the

acts, errors, omissions or negligence of the City or any of the City's directors, officers, agents and employees.

4. Insurance The Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the Licensee, Licensee's agents, representatives, employees or contractors. The insurance requirements herein are minimum requirements for this License Agreement and in no way limit the indemnity covenants contained herein. The City does not represent or warrant that the minimum limits set forth herein are sufficient to protect the Licensee from liabilities that might arise out of this Agreement, and Licensee is free to purchase such additional insurance as Licensee may determine is necessary.

(a) **Minimum Scope and Limits of Insurance.** Licensee shall provide coverage at least as broad and with limits not less than those stated below.

(i) **Commercial General Liability - Occurrence Form**
(*Form CG 0001, ed. 10/93 or any replacement thereof*)
General Aggregate -- \$1,000,000
Personal and Advertising Injury -- \$1,000,000
Each Occurrence -- \$1,000,000
Fire Damage (any one fire) -- \$50,000
Medical Expense (any one person) -- Optional

5. Termination This license is revocable at any time by the City, but the City must provide thirty (30) days written notice to the to Goodwill Industries. If Goodwill Industries wishes to terminate this Agreement it may do so after thirty-days written notice.

6. Notices All notices or other communications under this Agreement shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or on the date of receipt indicated on the return receipt if delivered by U.S. Mail, certified or registered, return receipt requested, postage prepaid and addressed as follows:

If to City: City Manager
 City of Flagstaff
 211 W. Aspen Avenue
 Flagstaff, Arizona 86001

If to Licensee: _____

Or to such other address as a party may provide to the other by written notice.

7. Governing Law, Jurisdiction and Forum This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. The parties agree that the courts of Arizona shall have exclusive jurisdiction and that Coconino County shall be the proper venue.

8. Relationship of the Parties Nothing contained in this Agreement shall be construed as creating the relationship of principal or agent or of partnership or joint venture.

9. **Cancellation** This Agreement is subject to the cancellation provisions of ARS § 38-511.

10. **Compliance with Laws and Regulations** Licensee shall obey all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to its operations. Licensee shall obey all applicable mandates of the Coconino County Department of Health and shall provide a copy of all Health Department inspection reports and requirements to the City.

11. **Assignment Prohibited** This license is a personal right to Goodwill Industries and is not subject to assignment.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below.

City of Flagstaff

Licensee

Gerald W. Nabours, Mayor

Dated:_____

Attest:

City Clerk

Dated:_____

Approved as to form:

City Attorney

Dated:_____

Dated:_____

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Patrick Martinez, Sergeant
Date: 03/15/2013
Meeting Date: 03/19/2013



TITLE:

Consideration of Cost Reimbursement Agreement: An agreement between the City of Flagstaff and the Federal Bureau of Investigation (FBI) to provide overtime reimbursement by the FBI for the formalized Northern Arizona Violent Gang Safe Streets Task Force.

RECOMMENDED ACTION:

The Flagstaff Police Department requests that the City Council approve the Cost Reimbursement Agreement to receive reimbursement of overtime costs from the FBI.

Policy Decision or Reason for Action:

The increasing mobility of our society and the transient nature of a significant number of more aggressive criminal personalities require maximum inter-agency coordination to address more violent crimes, major offenders and fugitives associated with violent gangs that occur, reside or pass through Northern Arizona. It is the desire of Northern Arizona law enforcement agencies to achieve the best possible inter-agency cooperation to reduce the most violent criminal activities within Coconino County and adjacent jurisdictions. The mission of the Northern Arizona Violent Gang Safe Streets Task Force is to identify and target major crimes and violent offenders within the communities served by the participants. Participation in the task force has enhanced the effectiveness of Federal, State, County and local law enforcement resources through a well-coordinated initiative seeking the most effective investigative, prosecutable avenues to arrest, convict and incarcerate dangerous offenders.

The Flagstaff Police Department desires a continuation of the City's commitment to participate locally with the Federal Bureau of Investigation in task force operations. The Flagstaff Police Department currently administers the entire METRO Narcotics Division that includes; three Flagstaff Police Officers, one Flagstaff Police Sergeant and one Coconino County Deputy who work on the task force. Two of these positions would be designated as full-time task force officers and reimbursable through this memorandum of understanding for overtime hours accrued working task force cases and task force-related duties. These officers designated as full-time task force officers are able to open federal cases, with the approval of the FBI special agent in charge, which can range from violent crime and drug interdiction cases here in the city to assisting other task force members in adjoining agencies furthering their cases. Those officers designated as full-time task force members are designated to identify themselves as those eligible for reimbursement and not necessarily assigned to work full time and solely on federal task force cases. These officers will still continue to work their normal duties in METRO and regular work performance will not be affected.

Financial Impact:

There are no additional financial costs to the City as a result of this agreement.

Connection to Council Goal:

Effective governance.

Previous Council Decision on This:

None.

Options and Alternatives:

The City of Flagstaff could choose not to participate in this reimbursement agreement and continue to pay overtime compensation earned by the officers assigned while working cases and duties associated with this task force.

Background/History:

The City of Flagstaff, through the Flagstaff Police Department, has participated in task force operations with the Federal Bureau of Investigation for the past several years. Both agencies and the public have benefited from collaborative investigations that feature the coordination of intelligence, staffing and equipment resources.

Key Considerations:

Through the continued participation in the Northern Arizona Violent Gang Safe Street Task force, the Flagstaff Police Department will have greater access to critical intelligence regarding violent crime and gang related offenders along with the capability to deter further crimes with a cooperative and coordinated response from federal, state and local resources. Such investigations of this nature require extensive man hours and countless more hours of follow up investigation requiring overtime compensation. This compensation would be completely reimbursed by the federal government directly to the City of Flagstaff.

Current METRO officers working active task force cases work approximately no less than thirty hours of overtime per month. This is a conservative estimate and actual overtime worked depends on progression of the case and assistance needed on other task force related duties. Actual overtime is calculated under each individual officer's overtime pay rate.

Community Benefits and Considerations:

The Flagstaff community benefits from more effective coordination between various law enforcement agencies at the federal, state and local levels. This results in less redundancy and duplication of effort and resources with a cost savings to the tax payer.

Community Involvement:

The Flagstaff Police Department facilitates Neighborhood Watch programs in residential areas throughout the city. Additionally, the Police department hosts a Citizen's Police Academy where the task force and METRO division members teach entire blocks of participants a basic understanding and benefits of the division, the task force and its benefit to the community.

Attachments: [FBI CRA City of Flagstaff](#)

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
CITY OF FLAGSTAFF, FLAGSTAFF POLICE DEPARTMENT

TASK FORCE FILE # 281C-PX-C83655

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized **Northern Arizona Violent Gang Safe Streets Task Force** as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the CITY OF FLAGSTAFF, FLAGSTAFF POLICE DEPARTMENT located at 911 E. Sawmill Rd., Flagstaff, Arizona Taxpayer Identification Number: 86-6000244 Phone Number: (928)774-1414 that:

1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse the City for overtime payments made to the officers assigned full-time to the task force.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the City Finance Section to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the City by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6) Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar

statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2009, must be received by the FBI by December 31, 2009. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

FOR THE FBI:

Kevin Burke, Date
City Manager

Special Agent in Charge Date

Contracting Officer Date
FBI Headquarters

Attest:

Approved as to Form:

City Clerk

City Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Scott Mansfield, Police Lieutenant
Date: 03/15/2013
Meeting Date: 03/19/2013



TITLE:

Consideration and Approval of Intergovernmental Agreement: Consideration of an Intergovernmental Agreement (IGA) with the City of Williams, City of Page, Northern Arizona University, Coconino County, City of Flagstaff, Town of Fredonia, City of Sedona, Arizona Department of Public Safety, and Arizona Game and Fish Commission for the creation and participation in the Arizona Child Abduction Response Team (CART), Coconino Region.

RECOMMENDED ACTION:

Approve the multi-agency IGA to create and participate in the Coconino Region Arizona Child Abduction Response Team (CART).

Policy Decision or Reason for Action:

The Child Abduction Response Team (CART) program is a multi-disciplinary approach to responding to a missing or abducted child incident. Team composition is critical to a CART's implementation and long-term success. Commitment from the Chief Executive Officer(s) CEO(s) is required before a team will be reviewed and accepted for placement in CART training.

Each jurisdiction is different in its approach to responding to missing and abducted children; some jurisdictions have more resources than others. Forming a coalition as part of a Department of Justice (DOJ) component of the Amber Alert Program will provide valuable resources. The CART program is an organized, rapid, and planned response to an abducted child or other missing child incident. When time is a critical element of success, and success means the safe rescue of a child, the CART could make a difference in the outcome of the investigation.

CART is a new approach to conducting child abduction investigations that can save precious time in the first few hours following the incident. Because team organization and planning activities have occurred prior to the incident, CART can bring a tool box full of resources ready to deploy to any location. This includes pre-identified assets, prearranged multi-agency commitments, pre-established criteria and protocols and pre-trained resources.

By creating a team for the Coconino Region, guidelines are established for the agencies to work together to come to a successful end. Our working team consists of representatives from the Flagstaff Police Department, Coconino County Sheriff's Department, Williams Police Department, Northern Arizona University Police Department, Sedona Police Department, Fredonia Marshall's, Page Police Department, Arizona Department of Public Safety, Arizona Game and Fish Department, Adult Probation, Victim Witness and Coconino County Search and Rescue. This partnership is critical to the successful recovery of a missing or abducted child.

This agreement is the first step in the program. All agencies will attend training in the areas of Basic Forensic Response, Canvassing and Search Strategies, Investigative Strategies, CART team training, Specialized Investigative Techniques, and Leadership. Training is currently being conducted.

With a CART response, properly trained and exercised team members bring not only their expertise, but organization and coordinated skills, as well as team continuity to the situation. CART members provide ready access to any needed equipment such as mobile command posts, all-terrain vehicles, search dogs, communications equipment, computers, or any other specialty equipment that may be needed to safely rescue a child. Because of the pre-established planning, teams are accessible and able to immediately assemble as many or as few assets as required by the specific situation. Those agencies with limited resources will benefit significantly from the program.

In the case of any missing or abducted child, time is a critical factor to a successful resolution. The ability to bring together a "working team", specifically trained under one program so protocols remain consistent across agencies, is expected to provide the best opportunity for the safe return of a child.

Currently, there are eighteen teams in the nation that have been certified by the Department of Justice in the CART program. In order to be certified, the teams must attend training and complete an actual child abduction exercise to test the proficiency and capabilities of the CART programs. Teams are intensely evaluated in response, policy compliance, operational capacity and overall performance. Teams successfully completing the training, policy compliance standards and other certification requirements are certified for performance.

One team in Arizona has obtained their certification and the team members are Apache Junction Police Department, Chandler Police Department, Federal Bureau of Investigation, Gilbert Police Department, Glendale Police Department, Town of Maricopa Police Department, Maricopa County Attorney's Office, Mesa Police Department, Paradise Valley Police Department, Phoenix Police Department, Pinal County Sheriff's Office, Scottsdale Police Department, Tempe Police Department, and United States Department of Justice.

The Yavapai County Sheriff's Office has created and implemented a CART program and will train throughout this year and certification by the Department of Justice is expected early next year. Having a team in Yavapai and in Maricopa bolsters our resources and abilities, especially during a sustained event.

Financial Impact:

There is no financial impact with this agreement. Each agency funds their own activities. If Grant funds are obtained for this program, some or all of these expenses may be reimbursed to the parties incurring such costs. The only anticipated cost to the City of Flagstaff is in allowing Flagstaff Police Officers and participants to attend training. The current Flagstaff Police Department budget can cover any of these costs which should be minimal.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

By entering into an agreement to participate and create a CART team, the City of Flagstaff will help ensure a more positive resolution in the event a child is missing or abducted. Without this agreement resources to respond to a child abduction will be limited to only those provided by the Flagstaff Police Department.

Community Involvement:

The Flagstaff Police Department plans to discuss the formation of the CART Team in the media at community support meetings and Blockwatch programs.

Attachments: IGA for the creation and participation in the AZ Child Abduction Response Team

**INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION AND PARTICIPATION IN THE
ARIZONA CHILD ABDUCTION RESPONSE TEAM
COCONINO REGION**

Among

**CITY OF FLAGSTAFF
CITY OF WILLIAMS
CITY OF PAGE**

**THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY
COCONINO COUNTY
TOWN OF FREDONIA
CITY OF SEDONA
ARIZONA DEPARTMENT OF PUBLIC SAFETY
ARIZONA GAME AND FISH COMMISSION**

This agreement is entered into pursuant to A.R.S. §§11-951 *et seq.*, and A.R.S. §13-3872, is made on the ____ day of _____, 2012 by and among CITY OF FLAGSTAFF, an Arizona municipal corporation, CITY OF WILLIAMS, an Arizona municipal corporation, CITY OF PAGE, an Arizona municipal corporation, ARIZONA BOARD OF REGENTS, for and on behalf of NORTHERN ARIZONA UNIVERSITY, COCONINO COUNTY, a political subdivision of the State of Arizona, TOWN OF FREDONIA, an incorporated town in the State of Arizona, CITY OF SEDONA, an Arizona municipal corporation, DEPARTMENT OF PUBLIC SAFETY, an agency of the State of Arizona, ARIZONA GAME AND FISH COMMISSION, an agency of the State of Arizona, (hereinafter referred to "Parties" collectively and "Party" individually) for the purpose of implementing the Arizona Child Abduction Response Team, Coconino Regional Team (CART).

The aforementioned agencies shall herein after be known collectively as the Arizona Child Abduction Response Team, Coconino Regional Team (CART) and other public agencies, as that term is defined in A.R.S §11-951, which after invitation by the CART chiefs, comply with the provisions of A.R.S §§11-951 *et seq.* and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. A public agency shall become a Party to this Agreement as of the date that agency files with the appropriate County Recorder, notwithstanding that A.R.S. §§11-951 *et seq.*, no longer requires such recording. Each CART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all members to this Agreement may also be collectively known as or referred to as the Parties.

I. PURPOSE

The purpose of this Agreement is to create a regional team of the Arizona Child Abduction Response Team (CART.) The primary goal of this Agreement is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Additionally, the location of each Party's jurisdiction in relation to each other makes it advantageous to enter this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such as that described above.

II. AUTHORITY

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S §§11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

B. If any Native American tribe that is a party to this Agreement request CART assistance, all assisting CART team members shall be granted tribal peace officer authority for the duration of the CART activation within the applicable tribal jurisdiction.

C. Nothing in this agreement shall require any party to perform if doing so is in conflict.

III. ACTIVATION, PROCEDURES, AND RESOURCES

A. Any Party to the Agreement may request activation of CART. It shall be the responsibility of the Party requesting activation to contact assigned team leaders via the law enforcement communications center of each Party.

B. The Party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular CART activation with support from CART agencies.

C. Two CART Team Leaders will be selected by the CART Team members subject to final approval of chief law enforcement officers (chiefs) of the CART agencies on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term due to a resignation from his or her agency or for any other reason, the CART

members ~~shall name a replacement~~, shall appoint a replacement subject to final approval of the chiefs.

D. The CART Team Leaders or designees will be responsible for coordinating on-going training, meetings, or other necessary supporting functions in support of the operational effectiveness of CART. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a CART activation. In the event such mediation fails, the issue shall be brought to the attention of the CART Chiefs for appropriate resolution.

E. Each Party shall to the best of its ability make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any CART activation. Each Party shall designate a primary CART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other CART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, a CART agency may provide officers not normally designated as CART members in support of a CART activation.

F. Each Party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a CART activation.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include by are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties incurring such costs. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

To the extent expressly authorized under Arizona law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Coconino County Superior Court. If the subject matter of the dispute involves an Indian Community, the non-state agency parties agree that venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

VIII. DURATION AND CANCELLATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement without cause by giving thirty calendar days written notice to the other Parties to the Agreement.

B. This agreement may be administratively extended by each Party at the direction of the chief law enforcement officer for each Party on or before the Termination date for a period of an additional five years by notifying the other Parties in writing. Any Party which fails to extend by the termination date listed above shall no longer be a Party to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. §38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart, except that on a counterpart being brought forward by a Party to its legislative body, or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XI. WORKERS COMPENSATION

Pursuant to A.R.S. §23-1022 (D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties; however, the parent agency shall be solely liable for payment of worker's compensation benefits.

XII. OTHER PROVISIONS

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate County Recorder as described above upon execution and a copy shall be forwarded to each Party.

D. Pursuant to A.R.S. §§35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran.

E. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract any Party enters into with all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The CART leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the parties hereto subscribe have executed this Agreement as of is day of ____, _____, 2012.

CITY OF FLAGSTAFF:

Jerry Nabours, Mayor

Attest:

City Clerk

Approved as to forma and found to be within the authority of the Flagstaff City Council:

City Attorney

CITY OF WILLIAMS:

John W. Moore
John Moore, Mayor

Attest:

Susan Kerley
City Clerk

Approved as to form and found to be within the authority of the Williams City Council:

Kellie Peterson
City Attorney

CITY OF PAGE:

William R. Diak
Bill Diak, Mayor

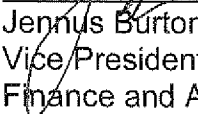
Attest:

Kim Larson
Deputy City Clerk

Approved as to form and found to be within the authority of the Page City Council:

[Signature]
City Attorney

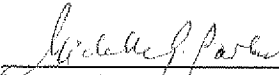
ARIZONA BOARD OF REGENTS for and on behalf of
Northern Arizona University



Jennus Burton
Vice President
Finance and Administration


Attest:

Approved as to form as being within the powers and authority granted under the laws of
the State of Arizona to the Arizona Board of Regents:



Legal Counsel

COCONINO COUNTY



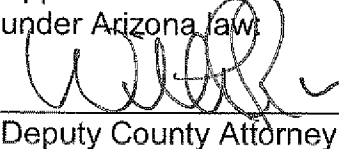
Carl Taylor, Chairman
Board of Supervisors

Attest:



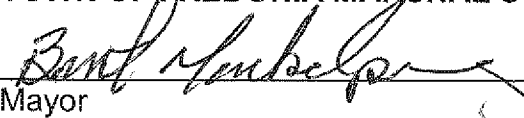
Clerk of the Board

Approved as to form and found to be within the authority of the board of supervisors
under Arizona law:



Deputy County Attorney

TOWN OF FREDONIA ~~MARSHAL'S OFFICE~~



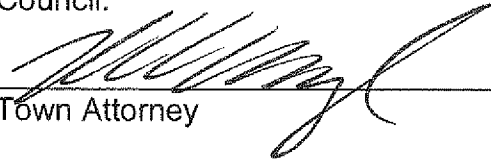
Mayor

Attest:



Town Clerk

Approved as to form and found to be within the authority of the Town of Fredonia Council:



Town Attorney

CITY OF SEDONA

Rob Adams, Mayor

Attest:

City Clerk

Approved as to form and found to be within the authority of the Sedona City Council:

City Attorney

ARIZONA DEPARTMENT OF PUBLIC SAFETY

Robert Halliday, Director

Approved as to form and found to be within the authority of the State of Arizona:

Tom Horne, Attorney General

ARIZONA GAME AND FISH DEPARTMENT

Larry D. Voyles, Director

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants Manager

Co-Submitter: Deputy Police Chief, Musselman and Deputy Fire Chief, Bills

Date: 03/15/2013

Meeting Date: 03/19/2013



TITLE:

Consideration and Approval of Grant Application: Arizona Governor's Office of Highway Safety (GOHS) Federal Fiscal Year 2014 for Police Department Applications for DUI Task Force, Youth Alcohol Prevention and Interdiction, Collision Reconstruction Team Training/Equipment, and Fire Department Extrication Equipment.

RECOMMENDED ACTION:

Approve the application(s) to the Arizona Governor's Office of Highway Safety (GOHS) for grant funds for the Police Department in the amount of \$45,240 for DUI Task Force activities, \$44,160 for Youth Alcohol Prevention and Interdiction task force, \$24,032 for Collision Reconstruction Team Training/Equipment and \$26,013 for the Fire Department Extrication Equipment.

Policy Decision or Reason for Action:

- o Approval and acceptance of the grant applications to GOHS for the Police Department, D.U.I. Task Force, Youth Alcohol Prevention and Interdiction, Collision Reconstruction Team Training/Equipment and the Fire Department, Extrication Equipment.
- o Without monies allocated by the FY 2014 grant to the Flagstaff Police Department, monies needed to pay scheduled overtime for activities to prevent and control crime may not be available in the City's annual budget.
- o This much needed equipment will assist the Flagstaff Fire Department to enhance their response to accidents with the necessary tools.

Financial Impact:

There is no significant financial impact to the Flagstaff Police and Fire Department in terms of expenditures.

Connection to Council Goal:

11. Effective governance

Has There Been Previous Council Decision on This:

Yes, Council has accepted prior-year funded GOHS grants. Both the Police and Fire Department have received these grants for a number of years.

Options and Alternatives:

Approve the Grant Application(s)

Disapprove the Grant Applications(s)

Background/History:

The Flagstaff Police Department considers any loss of life or limb to a drug or alcohol-related, motor vehicle accident unacceptable. We have conducted both in-service and advanced officer training in D.U.I. detection. We have a longstanding tradition of aggressive D.U.I. interdiction and enforcement. Every officer in our organization is held accountable to D.U.I. arrest standards. Each officer working a night shift is expected to achieve a D.U.I. standard performance rating, which is identified as three or more D.U.I. arrests per month. This is done in the interest of protecting life and property through collision reduction. Our interdiction efforts have further been supported with D.U.I. overtime operations such as task force patrols, and directed patrols on weekends and holidays. These efforts are staffed by officers on overtime to enhance effectiveness. Without the financial resources provided for by **DUI Task Force grant application**, it is difficult, if not impossible, to staff these operations with on-duty officers as they have primary responsibility to respond to all manner of calls for service during their shift.

The **Youth Alcohol Prevention and Interdiction grant application** fits in with our mission to protect and preserve life and property. The Flagstaff Police Department has a zero tolerance policy towards alcohol-related crimes including: driving under the influence, minor consumption, misrepresentation of age to purchase alcohol, and contributing to the delinquency of a minor. Related to these ends, the FPD expects each of its patrol officers to proactively engage in the arrest of liquor violations. Flagstaff Police Department officers are typically attached to patrol squads that work during the evening and night time hours. During their shift, these officers are responsible for answering calls for service while remaining vigilant for alcohol violations. However, we feel that we have the potential to be even more effective and have a greater impact in the area of underage drinking enforcement during known times and locations when these types of violations are more likely to occur. Our proposal concerns the granting of overtime reimbursement funds for directed patrol efforts for the enforcement of underage drinking laws, as well as an educational component.

The **Accident Reconstruction Team Training/Equipment grant application** is specified to pay for officer training in the area of collision reconstruction for fatality and serious injury traffic collisions. One of our department's greatest services is education, which in turn is used to assist with prevention, as well as effective investigation and prosecution in cases involving personal injury or death on our roadways. One key tool used to accomplish this is through the use of the Collision Reconstruction Team. Continued education for team members and effective equipment are essential to achieving this goal. The Flagstaff Police Department is committed to making our city streets safer for motorists, bicyclists and pedestrians. The administration of justice in collisions involving impaired drivers and reckless motorists directly corresponds to our department's mission to preserve life and property in the service of our community.

Lastly the matter of the Flagstaff Fire Department **Extrication Equipment grant application**. The Flagstaff Fire Department is requesting two remote-use extrication combination o-cutters and spreader tools to enhance our response to accidents where conventional extrication tools are limited by their supporting equipment. The requested equipment is a one-person, self-contained piece of equipment that can be taken deep into areas not accessible by apparatus, and is easily carried by one person. Conventional extrication equipment requires a motor-driven pump, hose and the cutter or spreader tools. To carry those would require a minimum of three to four personnel to move the unit in a remote area.

Key Considerations:

The law-abiding citizens of our community expect and deserve our streets and neighborhoods to be places where they feel safe. The approval of these grant applications will allow us to seek additional resources to help us reduce collisions through removing impaired drivers, underage alcohol prevention/education, and with investigating collisions which result in injuries. The numerous letters and comments the Police Department receives from citizens reinforces this goal.

The Fire Department will place the requested equipment on our new fire engine being placed in service at Station 3 in the next few weeks. The vehicle this engine is replacing will assume a reserve status and only used as a back-up when another vehicle is being repaired. This reserve unit houses a full set of heavy extrication tools but would only be used to respond secondarily to an incident as the equipment will not fit on the new engine. By adding the requested equipment, crews can provide extrication services immediately and not need to wait for an additional vehicles to arrive. This equipment is a compact, one-person tool that does not require a hydraulic pump or hose to operate making it take up minimal room on the Engine 3; the second tool would be placed on Engine 1 in order to have the type of equipment on both sides of the City.

Community Benefits and Considerations:

The Police Department grant applications will assist the Flagstaff Police Department to prevent and control crime, administer justice, and assist crime victims.

The Fire Department will place the requested equipment on our new fire engine being placed in service at Station 3 in the next few weeks to provide more expedient service to the public.

Community Involvement:

Inform

Attachments: [Flagstaff Police-GOHS 2014 DUI Task Force Grant Application](#)
 [Flagstaff Police-GOHS 2014 Youth Alcohol Prevention & Interdiction Grant Application](#)
 [Flagstaff Police-GOHS 2014 Accident Reconstruction Team Training/Equipment Grant Application](#)
 [Flagstaff Fire-GOHS 2014 Extrication Equipment Grant Application](#)

Cover Page

Project Title Flagstaff Police - Driving Under the Influence Task Force

Total Grant Funding Requested \$45,240.00

Total ERE Percentage 45

Agency Name: City of Flagstaff
Contact Information: 211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: 928-779-7662
Fax: 928-779-7656

Governmental Unit: City of Flagstaff, Flagstaff Police Department
Address: 211 West Aspen, Flagstaff, AZ 86001

Project Director: Stacey Brechler-Knaggs
Contact Information: Grants Manager
City of Flagstaff
Flagstaff City Hall
211 West Aspen
Flagstaff, AZ 86001
Phone: (928) 213-2227
Fax: (928) 213-2209
E-mail: sknaggs@flagstaffaz.gov

Project Administrator: Stacey Brechler-Knaggs
Contact Information: Grants Manager
City of Flagstaff
Flagstaff City Hall
211 West Aspen
Flagstaff, AZ 86001
Phone: (928) 213-2227
Fax: (928) 213-2209
E-mail: sknaggs@flagstaffaz.gov

Fiscal/Financial Contact: Stacey Brechler-Knaggs
Contact Information: Grants Manager
City of Flagstaff
Flagstaff City Hall
211 West Aspen
Flagstaff, AZ 86001
Phone: (928) 213-2227
Fax: (928) 213-2209
E-mail: sknaggs@flagstaffaz.gov

Cover Page

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

http://egrants.azgohs.gov/_Upload/9215-GOHS CoverletterandDUlletter.pdf

For GOHS Office use only

Total Proposal

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$31,200	
Employee Related Expenses	\$14,040	45%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$0	
Total Estimated Cost	\$45,240	

Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	2012	2011	2010
Total Fatal Collisions	6	5	2
Total Injury Collisions	395	379	372
Total Collisions Investigated	2630	2534	2735
Alcohol-Related Fatalities	1	1	0
Alcohol-Related Injuries	17	26	23
Speed-Related Fatalities	0	0	1
Speed-Related Injuries	99	120	115
Pedestrian Fatalities	2	3	1
Pedestrian Injuries	32	39	40
Bicycle Fatalities	1	1	1
Bicycle Injuries	64	56	49
Total DUI Arrests	825	783	888
Total Misdemeanor DUI Arrests	671	666	749
Total Aggravated DUI Arrests	154	117	139
Total Extreme DUI .15 Arrests	318	297	350
Total DUI-Drug Arrests	71	88	61
Total Dre Evaluations	0	0	0
Sober Designated Drivers	0	0	0
Underage Alcohol Violations-Title 4	747	769	787
Underage DUI Arrests	61	79	67
Underage DUI-Drug Arrests	24	22	4
Total Agency Citations	10410	12828	15340
Speed Citations	1824	1925	1972
Red Light Running Citations	307	435	592
Seat Belt Citations	271	531	795
Child Safety Seat Citations	154	157	240

Jurisdiction

Select the Type of Jurisdiction:

City

Select the Type of Agency:

Law Enforcement

Fire Department / District

Non-Profit / Other

Select the County Served:

Coconino County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

D.U.I. TASKFORCE OPERATIONS

The Flagstaff Police Department, in partnership with our local community, is interested in obtaining grant funding to pay for officer overtime activities associated with increased D.U.I. enforcement. The mission of the Flagstaff Police Department is to preserve life and property. One of our departmental goals is to make our city streets safer by reducing traffic-related injuries and fatalities. We feel that this can best be accomplished by increasing D.U.I. awareness through education about the dangers of driving under the influence and by directed enforcement activities that remove impaired drivers from our streets. The Flagstaff Police Department is committed to making our city streets safer for motorists, bicyclists and pedestrians. Drunk drivers present a real threat to the safety of all persons on or near the highway. The costs associated with the loss of human life, injuries and property damage is an enormous burden on our community. The total amount requested for the D.U.I. Task Force is \$45,240.00.

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The City of Flagstaff is the county seat of Coconino County. The city sits at approximately 7000 feet above sea level, at this altitude weather conditions significantly effect driving. Snow, rain, wind and fog frequently contribute to hazardous road conditions and collisions. These facts are amplified when impaired drivers are thrown into the mix. Statistical information for vehicles registered in Flagstaff is currently unavailable. However, the Arizona Department of Transportation indicated 172,932 are registered in Coconino County. This does not necessarily include the vehicles registered to the 18,000 plus students enrolled at Northern Arizona University and does not consider our high volume tourist related traffic. The majority of registered vehicles can be associated with Flagstaff and the surrounding commuter communities.

Streets and highways:

With a major University located in our city, both summer and winter tourist activity, we have a large volume of commuter and tourist vehicle traffic. Major roadways within our community include: Interstate 17, Interstate 40, U.S. Highway 89, U.S. Highway 180, and Historic Route 66. There are approximately 35 miles of state owned highways in the City of Flagstaff. These highways account for large numbers of interstate vehicles in transit. The local economy is dependant on tourism. The City of Flagstaff contains approximately 65 square miles, which is serviced by approximately 634 lane miles of surfaced roadways. The major commuter accessible corridors account for approximately 20 miles of road surface. The majority of impaired drivers either interdicted or arrested after being involved in a collision are found on these roads.

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. In keeping with our mission to protect citizens, and in conjunction with area D.U.I. taskforce operations, the Flagstaff Police Department expects each of its patrol officers to proactively engage in the arrest of drunk drivers. These police officers are typically attached to patrol squads that work during the evening and nighttime hours. During their shift, these officers are responsible for answering calls for service while remaining vigilant for D.U.I. offenders.

The average D.U.I. arrest rate for a community of our size based on data from the ICMA Comparative Performance Measurement FY 2011 Data report in 2011 was 4.66 D.U.I. arrests per 1,000 population. Our

Proposal Summary

tenacious efforts led to 820 D.U.I. arrests in 2012 which works out to an arrest rate of 12.6 D.U.I. arrests per 1,000 population. This was double the number of arrests which most communities of our size are reporting. Comparative data has not yet been released for 2012. However, we suspect our arrest rate of 12.6 D.U.I. arrests per 1,000 population will still be double that of comparative communities based on our aggressive enforcement (820 D.U.I. arrests, 65,000 population, = 12.6 D.U.I. arrest rate).

Despite the aggressive D.U.I. arrest rate, we feel that we have the potential to be even more effective and have a greater impact in the area of total D.U.I. detection and apprehension during peak hours. For the three-year period of 2010 through 2012, the Flagstaff Police Department made a total of 2,441 D.U.I. arrests. During this same period, the department had a total of 7,899 motor vehicle collisions. This accident total includes 1,146 state collisions where injuries were reported and 13 state collisions where fatalities were reported.

During this three year period, we had 66 injury collisions and 2 fatal collisions that were alcohol related, out of 1,146 total injury accidents. This shows that 5.9% of our injury collisions are alcohol related, which we feel is unacceptable. We feel there is a direct correlation between the removal of impaired drivers from the roadways and the reduction of alcohol and/or drug related injury or fatality motor vehicle accidents. Our proposal concerns the granting of overtime reimbursement funds for directed patrol efforts at interdiction of impaired drivers. As listed above, our officers have achieved some success to date while working regular shifts and handling responsibilities for all calls for service. We would like to deploy enforcement specific officers, specifically on special weekends and holidays where an increase in impaired driving can be anticipated.

If you have additional information, please upload:

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The Flagstaff Police Department considers any loss of life or limb to a drug or alcohol-related, motor vehicle accident unacceptable. Our desire is to combat this situation by incorporating community-oriented policing and Comp-Stat strategies into our patrol and enforcement efforts. We have a longstanding tradition of aggressive D.U.I. interdiction and enforcement. Every officer in our organization is held accountable to D.U.I. arrest standards. Each officer working a night shift is expected to make at least three D.U.I. arrests per month to achieve a standard performance rating. This is done in the interest of protecting life and property. We have conducted both in-service and advanced officer training in D.U.I. detection. Past patrol efforts to resolve this community challenge have proven very successful, with demonstrable reductions in vehicle collisions where alcohol was a factor. These efforts have been supported with D.U.I. overtime operations such as task force patrols, and directed patrols on weekends and holidays. These efforts are staffed by officers on overtime to enhance effectiveness. Without these approaches it is difficult, if not impossible, to staff these operations with on-duty officers as they have primary responsibility to respond to a variety of calls for service during their shift.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

D.U.I. Enforcement Program:

- D.U.I. enforcement officers specifically detailed to detect and apprehend impaired drivers during strategic times during target days.
- Two officers would be assigned on Thursday, Friday, and/or Saturday nights from 9:00pm until 3:00am until grant funds have been depleted.
- Holiday D.U.I. enforcement: Officers would be assigned to D.U.I. enforcement during holiday weekends that are characterized by an increase in traffic fatalities and injuries associated with impaired driving. These holiday weekends include (but are not limited to) New Years Eve, Labor Day, St. Patrick's Day, the Memorial Day Weekend, 4th of July and two annual graduation weekends for Northern Arizona University. This holiday enforcement would continue until grant funds have been depleted.
- D.U.I. enforcement officers will be vigilant for safety belt and child restraint violations.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

October 1, 2013 – December 31, 2013

ENFORCEMENT:

Holiday Task Force Patrols for Thanksgiving Weekend, December Holiday Weekend, and New Years Holiday Weekend, with five additional task force patrols.

EDUCATION/PREVENTION:

Officers will attend 3 D.U.I. impact panels (6 hrs.)

Conduct a two hour presentation at the Law Enforcement Citizens Academy.

Six hours performing outreach at various city sponsored events.

January 1, 2014- March 31, 2014

ENFORCEMENT:

Five Task Force Patrols, including St. Patrick's Day and Spring Break.

EDUCATION/PREVENTION:

Officers will attend 3 D.U.I. impact panels (6 hrs.)

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Six hours performing outreach at various city sponsored events.

April 1, 2014 – June 30, 2014

ENFORCEMENT:

5 Task Force Patrols to include; Prom weekend, end of semester, graduation and Memorial Day.

EDUCATION/PREVENTION:

Officers will attend 3 D.U.I. impact panels (6 hrs.)

2 hour presentation at the Law Enforcement Citizens Academy.

6 hours performing outreach at city sponsored events.

8 hours staffing the graduation night alternative alcohol free venue.

July 1, 2014 –September 30, 2014

ENFORCEMENT:

5 task force patrols, including 4th of July and Labor Day Weekend.

EDUCATION/PREVENTION:

Officers will attend 3 D.U.I. impact panels (6 hrs.)

6 hours performing outreach at various city sponsored events.

24 hours of alcohol abuse prevention outreach for the Coconino County Fair.

Five 2 hour blocks for outreach at city sponsored Concerts in the Park.

Elimination of the problem of impaired driving is difficult if not impossible. Our objective is to mitigate impaired driving to the best of our ability, with what resources are available. We aspire to achieve this objective by educating the community at large about the dangers of impaired driving, the importance of defensive driving and by advertising our directed patrol efforts targeting impaired driving, via local media outlets. We have taken a three pronged approach to do so which includes D.U.I. prevention and education, community based initiatives, and aggressive enforcement.

D.U.I. prevention and education:

- D.U.I. Prevention starts with Officers conducting presentations at the drivers education classes which are held in our three local high schools.

- Prior to Prom weekend Officers spend several hours at the two local high schools speaking about the unintended consequences of poor decision such as drinking and driving.

- Officers also conduct bi-annual presentations to our citizen academy on D.U.I. investigations and the dangers of impaired driving.

- D.U.I. Prevention is furthered by our day and nighttime walking beats, that walk the downtown bar district. These officers spend significant time in our liquor establishments in an effort to limit over-serving and checking for underage consumption.

- The Flagstaff Police Department has met with our Downtown Bar Association prior to the holidays to educate them on Title 4 laws and our zero tolerance policy towards alcohol related violations. We teamed up with the Northern Arizona Center Against Sexual Assault, which also used the venue to educate bar employees about date rape and club drugs, to help prevent sexual assaults.

- Officers conduct community outreach presentations at monthly D.U.I. Impact Panels and staff educational booths during city special events (movies on the square, art in the park, Flagstaff City open

Project Objectives, Methods of Procedure, Performance Measures: Project 1

house, and Teen Court) throughout the year.

Community Partner Initiatives:

- In 2005 the Police Department partnered with the City, County, Navajo Nation, The Guidance Center, and other community leaders to establish the Alcohol Stabilization Unit, which is a detoxification facility that promotes short and long term treatment for alcoholism.
- The Coconino County Jail now offers an in-custody rehabilitation (EXODUS) program for D.U.I. offenders.
- Coconino County has also established a D.U.I. and Drug court to hold offenders more accountable and get them more specialized sanctions and treatment options.
- The Coconino Criminal Justice Coordinating Council is currently working with multiple community partners to maintain a Serial Inebriate program further help with treatment and accountability for those addicted to alcohol.

Aggressive Enforcement:

- The Flagstaff Police Department has made removing impaired drivers one of its highest priorities, which supports its mission of protecting and preserving life and property.
- All Flagstaff Police Department patrol officers are held accountable to our minimum performance standards of three D.U.I. arrests per month while working a night shift.
- Patrol supervisors are diligent in seeking out D.U.I. detection training for their officers, including training in horizontal gaze nystagmus, D.U.I. detection, Advanced Roadside Impaired Driver Enforcement and how to write search warrants to draw blood on D.U.I. investigations.
- The Flagstaff Police Department has taken advantage of phlebotomy training, and currently has 9 officers trained in drawing blood, which helps strengthen our D.U.I. cases.
- In July 2012, 3 officers with the Flagstaff Police Department completed training and received certification in drug recognition expert.

If approved the funds from this grant will allow us to further our prevention, education, enforcement and ultimately help us reach our goal of making our streets safer.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2014." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2014."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2014." "To participate in 8 speed enforcement details by September 30, 2014."

With the added resources from the Governor's Office of Highway safety, our goals are as follows:

- To reduce the total number of alcohol related accidents by 5% this year. Our three year average was 81 alcohol related accidents for the years of 2010, 2011, and 2012. Our goal is to have less than 77 in 2013 and 73 in 2014.
- To reduce the number of alcohol injury accidents by 5% as well. Our three year average investigated 66 alcohol related injury accidents for the years of 2010, 2011, and 2012. Our goal is to have less than 63 in 2013 and 59 in 2014.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

- To reach our D.U.I. goal for each year is 900 arrests. This will be an increase from the 820 D.U.I. arrests in 2012 to 900 in 2013 and 900 in 2014, which is an additional 80 arrests from 2012.
- To conduct at least four educational or prevention events by the end of each quarter.
- To conduct a minimum of four task force events by the end of each quarter.

Personnel Services

Description

D.U.I. TASKFORCE OPERATIONS

1) Weekly Special Traffic Enforcement Program: (Thursday, Friday and /or Saturday nights)

- \$60 per hour x 2 officers x 12 hrs per week x 20 weeks = \$28,800

2) Holiday D.U.I. Task Force Patrols, Including:

July 4th Weekend,

- \$60 per hour x 2 officers x 6hrs per day x 3 days =\$2,160.00

Labor Day Weekend,

- \$60 per hour x 2 officers x 6hrs per day x 3 days =\$2,160.00

Thanksgiving Day Weekend

- \$60 per hour x 2 officers x 6 hours per day x 3 days =\$2,160.00

December Holiday Weekend

- \$60 per hour x 2 officers x 6 hours per day x 3 days =\$2,160.00

New Years Weekend

- \$60 per hour x 2 officers x 6 hours per day x 3 days =\$2,160.00

3) D.U.I. Prevention Outreach

- Quarter 1- \$60 Per hour X 14 hours = \$840
- Quarter 2- \$60 Per hour X 12 hours = \$720
- Quarter 3- \$60 Per hour X 22 hours = \$1320
- Quarter 4- \$60 Per hour X 46 hours = \$2760

Totals:

Total Weekly Special Traffic Enforcement Program patrols = 28,800

Total Holiday D.U.I. Task Force Overtime Patrols = \$10,800

Total D.U.I. Prevention Outreach = \$5,640

TOTAL GRANT REQUEST =\$45,240

Personnel Services:**Employee Related Expenses:**

Description	Requested Amount	ERE %	ERE Amount	Overtime Amount
Holiday D.U.I. Task Force	\$28,800	45%	\$8,938	\$19,862
Weekly Traffic Enforcement	\$10,800	45%	\$3,352	\$7,448
D.U.I. Prevention Outreach	\$5,640	45%	\$1,750	\$3,890
		%	\$0	\$0
		%	\$0	\$0

Personnel Services

		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
Total:	\$45,240		\$14,040	\$31,200

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$31,200	
Employee Related Expenses	\$14,040	45%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$0	
Total Estimated Cost	\$45,240	

Cover Page

Project Title Flagstaff Police - Youth Alcohol Prevention & Inderdiction

Total Grant Funding Requested \$44,160.00

Total ERE Percentage 45

Agency Name: City of Flagstaff
Contact Information: 211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: 928-779-7662
Fax: 928-779-7656

Governmental Unit: City of Flagstaff, Flagstaff Police Department
Address: 211 West Aspen, Flagstaff, AZ 86001

Project Director: Stacey Brechler-Knaggs
Contact Information: Grants Manager
City of Flagstaff
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Flagstaff, AZ 86001
Phone: (928) 213-2227
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E-mail: sknaggs@flagstaffaz.gov

Project Administrator: Stacey Brechler-Knaggs
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Cover Page

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

http://egrants.azgohs.gov/_Upload/9221-GOHS CoverletterandYouthAlcoholletter.pdf

For GOHS Office use only

Total Proposal

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$30,454	
Employee Related Expenses	\$13,706	45.01%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$0	
Total Estimated Cost	\$44,160	

Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	2012	2011	2010
Total Fatal Collisions	6	5	2
Total Injury Collisions	395	379	372
Total Collisions Investigated	2630	2534	2735
Alcohol-Related Fatalities	1	1	0
Alcohol-Related Injuries	17	26	23
Speed-Related Fatalities	0	0	1
Speed-Related Injuries	99	120	115
Pedestrian Fatalities	2	3	1
Pedestrian Injuries	32	39	40
Bicycle Fatalities	1	1	1
Bicycle Injuries	64	56	49
Total DUI Arrests	825	783	888
Total Misdemeanor DUI Arrests	671	666	749
Total Aggravated DUI Arrests	154	117	139
Total Extreme DUI .15 Arrests	318	297	350
Total DUI-Drug Arrests	71	88	61
Total Dre Evaluations	0	0	0
Sober Designated Drivers	0	0	0
Underage Alcohol Violations-Title 4	747	769	787
Underage DUI Arrests	61	79	67
Underage DUI-Drug Arrests	24	22	4
Total Agency Citations	10410	12828	15340
Speed Citations	1824	1925	1972
Red Light Running Citations	307	435	592
Seat Belt Citations	271	531	795
Child Safety Seat Citations	154	157	240

Jurisdiction

Select the Type of Jurisdiction:

City

Select the Type of Agency:

Law Enforcement

Fire Department / District

Non-Profit / Other

Select the County Served:

Coconino County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

The Flagstaff Police Department (FPD) respectfully requests \$44,160.00 in grant funds from the Arizona Governor's Office of Highway Safety for the purpose of educating youth on the dangers of alcohol and enforcing underage drinking laws. This enforcement campaign will begin once the grant funds are awarded and we receive authorization to proceed.

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The City of Flagstaff is the county seat of Coconino County. The city sits at approximately 7000 feet above sea level, at this altitude weather conditions significantly effect driving. Snow, rain, wind and fog frequently contribute to hazardous road conditions and collisions. These facts are amplified when impaired drivers are thrown into the mix. Statistical information for vehicles registered in Flagstaff is currently unavailable. However, the Arizona Department of Transportation indicated 172,932 are registered in Coconino County. This does not necessarily include the vehicles registered to the 18,000 students enrolled at Northern Arizona University and does not consider our high volume of tourist related traffic. The majority of registered vehicles can be associated with Flagstaff and the surrounding commuter communities.

Streets and highways:

With a major University located in our city, both summer and winter tourist activity, we have a large volume of commuter and tourist vehicle traffic. Major roadways within our community include: Interstate 17, Interstate 40, U.S. Highway 89, U.S. Highway 180, and Historic Route 66. There are approximately 35 miles of state owned highways in the City of Flagstaff. These highways account for large numbers of interstate vehicles in transit. The local economy is dependant on tourism. The City of Flagstaff contains approximately 65 square miles, which is serviced by approximately 634 lane miles of surfaced roadways. The major commuter accessible corridors account for approximately 20 miles of road surface. The majority of impaired drivers either interdicted or arrested after being involved in a collision are found on these roads.

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. The city of Flagstaff has a visible underage population. There are two college campuses within the city limits; Northern Arizona University and Coconino Community College. In addition to the two public high schools in the area, there are also several charter schools. In Flagstaff, health, social and economic problems result from the use of alcohol by underage drinkers. Each year we experience a large amount of underage house parties that result in quality of life issues for law abiding citizen's within the community. This grant proposal will provide information on underage alcohol arrests in Flagstaff for the last three years. It will show the traditional and non-traditional strategies we have used to try and address the problem, and provide a breakdown of how these grant funds will be used in the future. For the years 2010 through 2012 the following statistics are provided. These figures represent alcohol related arrests made by the FPD for persons less than 21 years of age.

2010 2011 2012

Underage DUI arrests 67 79 61

Underage DUI-Drug arrests 4 22 24

Underage Liquor Violations 787 769 747

Proposal Summary

The direct and collateral consequences of underage drinking can not be over stated. These consequences include medical care, work loss, and anguish caused by the behavioral problems associated with the use of alcohol by underage drinkers. Underage drinking causes multiple problems including injuries, homicides, suicides, sexual assault, date rape, and other criminal behavior. The FPD is determined to provide a safe environment for our citizens by increasing law enforcement efforts in the areas of education and enforcement of underage drinking laws.

The Flagstaff Police Department is a law enforcement agency comprised of 117 sworn officers who serve approximately 60,000 residents. In keeping with our mission to protect and preserve life and property, the Flagstaff Police Department has a zero tolerance policy towards alcohol related crimes including: Driving under the influence, minor consumption, misrepresentation of age to purchase alcohol, and contributing to the delinquency of a minor. Related to these ends, the FPD expects each of its patrol officers to proactively engage in the arrest of liquor violations. Flagstaff Police Department officers are typically attached to patrol squads that work during the evening and nighttime hours. During their shift, these officers are responsible for answering calls for service while remaining vigilant for alcohol violations. These tenacious efforts by our patrol officers have been demonstrated to be successful. However, we feel that we have the potential to be even more effective and have a greater impact in the area of underage drinking enforcement during known times and locations when these types of violations are more likely to occur. Our proposal concerns the granting of overtime reimbursement funds for directed patrol efforts for the enforcement of underage drinking laws, as well as an educational component.

We would like to deploy enforcement specific officers, specifically on weekends, holidays and specific school events/holidays/vacations where an increase in youth liquor violations are more likely to occur. The snapshot of the underage drinking problem in Flagstaff is apparent in looking at a study on social norms conducted in 2011. In 2011, the Coconino County Alliance Against Drugs in collaboration with Citizen's Against Substance Abuse and Flagstaff Unified School District (FUSD) conducted a survey on FUSD students and found the following disturbing trends:

- 17.8 % of youth tried alcohol before the 6th grade (16.6% in 2010)
- Grades 7, 8, 9 and 10 documented the highest percentages of onset of alcohol use with percentages of 9.6%, 9.7%, 14.2% and 9.3%.
- 71.6% students of FUSD used alcohol at least once in the past 30 days.
- 11.2% of middle school youth believe that occasionally "getting drunk" is okay as long as it does not interfere with academics or responsibilities (17.8% in 2010).
- 19.4% of middle school students in 2011 believe "Drinking is alright but a student should never get drunk."

Proposal Summary

If you have additional information, please upload:

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The Flagstaff Police Department has instituted a zero tolerance policy towards alcohol related violations. Our efforts to combat underage drinking include using community-oriented policing and Comp-Stat strategies which put resources on the street at the most likely time and locations of violations. We developed a two person, "Party Response Patrol" that responds to loud party disturbances in our large field transport van with other officers. This show of force allows us to stop underage people from fleeing in vehicles, and better enforcement of liquor laws. The use of portable breath testing devices in the field has helped us capture alcohol concentration before it dissipates and assists us greatly in prosecution. Past patrol efforts to resolve this community challenge have proven very successful, with demonstrable increases in the issuing of citations to both those over and under the age of 21 for liquor violations. These efforts have been traditionally accomplished by officers on regular shifts who are tied to answering calls for service along with proactive education and enforcement initiatives. Due to the officer's requirement to answer calls for service, they are limited in the time and effort they can devote to working on underage liquor violations. If grant funds are available we will be able to enhance our effectiveness.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

The goal of the Flagstaff Police Departments 2013 Enforcement of Underage Drinking laws Project is to provide a safe environment for our citizens by reducing the use of alcohol among underage drinkers and the damage that occurs as a result of their poor choices. Our goal is a 5% increase in the number of liquor violations issued in 2012. With the social norms that seem to support underage consumption we understand that it is imperative we focus on those who are providing alcohol to those who are underage as well.

Our goal will be accomplished by a combination of enforcement efforts and public education.

Education:

Increase public awareness of the dangers of underage drinking through quarterly public service announcements and conduct a yearly presentation to our downtown bar association members. Increased education of the vulnerable populations via school presentations (SRO, Drivers Education, Challenge Program), and the support of alternative alcohol free venues after major school events (Homecoming, Prom after hours, Graduation night).

Enforcement:

Increased enforcement at underage parties by party patrols, frequent walk-throughs of local bars close to campus, covert underage buying stings that target suspected alcohol providers, which will result in a 5% increase in liquor violation citations written.

Activities:

If grant funding is received, it will be utilized to pay for overtime required to staff directed (specialized) patrol efforts to target the purchase and consumption of alcohol by underage drinkers. The following operations will be utilized:

Party Response Patrol Team for the prevention and dispersal of underage drinking parties. The consumption of alcohol at private parties is one of the most common ways for underage drinkers to obtain alcohol and consume it without consequences. Large parties present special enforcement challenges and require nontraditional techniques such as the use of a prisoner transport van, processing vehicle, additional personnel to secure and investigate the responsible party and purchaser of the alcohol.

Increased Foot Patrols in the downtown area during high activity times, such as New Years Eve,

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Homecoming weekend, Tequila Sunrise, St. Patrick's Day, Fourth of July, and others to send the message to bar owners, and prospective underage consumers that underage drinking is a crime and will not be tolerated.

Uniformed and plain clothes support for covert underage buyer initiatives. This will provide additional resources to staff law enforcement personnel to assist with these labor intensive operations. This provides for increased officer safety, more initiatives and processing assistance.

Community Support Meetings on the prevention of underage drinking, over-serving, and detection of falsified identifications can be provided to local bar owners utilizing funds from this grant.

Public Service Announcements and presentations will continue to be provided to the community in partnership with Citizens Against Substance Abuse, Northland Family Help Center, Flagstaff Unified School district, and The Guidance Center.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

Our goals will be accomplished by a combination of enforcement efforts and public education.

October 1, 2013 – December 31, 2013

- Receive and accept the grant award
- Conduct four nights of party response patrols including Homecoming and New Years Eve
- Staff four downtown bar patrols for liquor violations (Homecoming, Tequila Sunrise, Halloween, New Years Eve).

January 1, 2014- March 31, 2014

- Conduct four nights of party response patrols including opening weekend of NAU and St. Patrick's Day.
- Staff four downtown bar patrols for liquor violations (Spring Break, Martin Luther King Jr. weekend, and St. Patrick's Day).

April 1, 2014 – June 30, 2014

- Conduct four nights of party response patrols including Prom and Graduation
- Staff four downtown bar patrols for liquor violations (Cinco De Mayo, Memorial weekend, High school graduation, NAU Graduation).

July 1, 2014 –September 30, 2014

- Conduct four nights of party response patrols including Fourth of July and Labor Day weekend.
- Staff four downtown bar patrols for liquor violations (Fourth of July, NAU back in Session, and Labor Day weekend).

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2014." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2014."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4

Project Objectives, Methods of Procedure, Performance Measures: Project 1

DUI Task Forces by September 30, 2014.” “To participate in 8 speed enforcement details by September 30, 2014.”

With the added resources from the Governor’s Office of Highway safety, our goals are as follows:

- To have a 5% increase in the number of liquor violation citations, from those written in 2012 (747) to those written in 2013, which will be 784 underage liquor violation citations.
- To staff four party response patrols per quarter on the appropriate weekends.
- To conduct four downtown walking details either in uniform or undercover by the end of each quarter.
- To conduct at least four educational or prevention events by the end of each quarter.
- To conduct eight “Covert Underage Buyer” Projects during the course of the grant.

Personnel Services

Description

Party Response Patrol Teams to work high contact weekends, four per quarter including but not limited to; the start of school, homecoming, spring break, graduation, St. Patrick's Day, New Years Eve.

- \$60 per hour x 2 officers x 10 hrs per detail x 16 details = 320 hours or (\$19,200)

Four walking beat patrols in the downtown bar area per quarter.

- \$60 per hour x 2 officers x 10 hrs per week x 16 details = 320 hours or (\$19,200)

Officers to conduct educational presentations to at risk populations at four per quarter.

- \$60 per hour x 1 officers x 8 hrs per quarter x 4 quarters = 32 hours or (\$1,920)

Officers to conduct covert buy operations two per quarter.

- \$60 per hour x 2 officers x 8 hrs per quarter x 4 quarters = 64 hours or (\$3840)

Total amount of the grant request: \$44,160.00

Personnel Services:**Employee Related Expenses:**

Description	Requested Amount	ERE %	ERE Amount	Overtime Amount
Walking beat (bar areas)	\$19,200	45%	\$5,959	\$13,241
Party Response Patrol	\$19,200	45%	\$5,959	\$13,241
EUDL Prevention Outreach	\$1,920	45%	\$596	\$1,324
Covert Buy Staffing	\$3,840	45%	\$1,192	\$2,648
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
Total:	\$44,160		\$13,706	\$30,454

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$30,454	
Employee Related Expenses	\$13,706	45.01%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$0	
Total Estimated Cost	\$44,160	

Cover Page

Project Title Flagstaff Police Department - Collision Reconstruction Team

Total Grant Funding Requested \$24,032.00

Total ERE Percentage 45

Agency Name: City of Flagstaff
Contact Information: 211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: 928-779-7662
Fax: 928-779-7656

Governmental Unit: City of Flagstaff
Address: Flagstaff City Hall, 211 West Aspen, Flagstaff, AZ 86001

Project Director: Stacey Brechler-Knaggs
Contact Information: Grants Manager
City of Flagstaff
Flagstaff City Hall
211 West Aspen
Flagstaff, AZ 86001
Phone: (928) 213-2227
Fax: (928) 213-2209
E-mail: sknaggs@flagstaffaz.gov

Project Administrator: Stacey Brechler-Knaggs
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Cover Page

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

http://egrants.azgohs.gov/_Upload/9430-GOHS Coverletter and Collision Reconstr letter.pdf

For GOHS Office use only

Total Proposal

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$22,484	
Travel Out-of-State	\$0	
Materials and Supplies	\$1,548	
Capital Outlay	\$0	
Total Estimated Cost	\$24,032	

Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	2012	2011	2010
Total Fatal Collisions	6	5	2
Total Injury Collisions	395	379	372
Total Collisions Investigated	2630	2534	2735
Alcohol-Related Fatalities	1	1	0
Alcohol-Related Injuries	17	26	23
Speed-Related Fatalities	0	0	1
Speed-Related Injuries	99	120	115
Pedestrian Fatalities	2	3	1
Pedestrian Injuries	32	39	40
Bicycle Fatalities	1	1	1
Bicycle Injuries	64	56	49
Total DUI Arrests	825	783	888
Total Misdemeanor DUI Arrests	671	666	749
Total Aggravated DUI Arrests	154	117	139
Total Extreme DUI .15 Arrests	318	297	350
Total DUI-Drug Arrests	71	88	61
Total Dre Evaluations	0	0	0
Sober Designated Drivers	0	0	0
Underage Alcohol Violations-Title 4	747	769	787
Underage DUI Arrests	61	79	67
Underage DUI-Drug Arrests	24	22	4
Total Agency Citations	10410	12828	15340
Speed Citations	1824	1925	1972
Red Light Running Citations	307	435	592
Seat Belt Citations	271	531	795
Child Safety Seat Citations	154	157	240

Jurisdiction

Select the Type of Jurisdiction:

City

Select the Type of Agency:

Law Enforcement

Fire Department / District

Non-Profit / Other

Select the County Served:

Coconino County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

Collision Reconstruction Team

The Flagstaff Police Department, in partnership with our local community, is interested in obtaining grant funding to pay for officer training in the area of collision reconstruction for fatality and serious injury traffic collisions. One of our department's greatest services is education, which in turn is used to assist with prevention, as well as effective investigation and prosecution in cases involving personal injury or death on our roadways. One key tool used to accomplish this is through the use of the Collision Reconstruction Team. Continued education for team members and effective equipment are essential to achieving this goal. The Flagstaff Police Department is committed to making our city streets safer for motorists, bicyclists and pedestrians. The administration of justice in collisions involving impaired drivers and reckless motorists directly corresponds to our department's mission to preserve life and property in the service of our community. The total amount requested for Collision Reconstruction Team training and equipment is \$24,032.

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The City of Flagstaff is the county seat of Coconino County. The city sits at approximately 7,000 feet above sea level. At this altitude, weather conditions such as snow, rain, wind and fog frequently contribute to hazardous road conditions and significantly affect driving, therefore causing collisions. These factors are amplified when impaired drivers are thrown into the mix. Statistical information for vehicles registered in Flagstaff is currently unavailable. However, the Arizona Department of Transportation indicated 175,894 vehicles are registered in Coconino County for fiscal year 2012. This does not necessarily include the vehicles registered to the approximate 18,000 students enrolled at Northern Arizona University and does not consider our high volume of tourist related traffic. The majority of registered vehicles can be associated with Flagstaff and the surrounding commuter communities.

Streets and highways:

With a major university located in our city and both summer and winter tourist activity, we have a large volume of commuter and tourist vehicle traffic. Major roadways within our community include Interstate 17, Interstate 40, U.S. Highway 89, U.S. Highway 180, and Historic Route 66. There are approximately 35 miles of state owned highways in the City of Flagstaff. These highways account for large numbers of interstate vehicles in transit. The local economy is dependant on tourism. The City of Flagstaff contains approximately 65 square miles, which is serviced by approximately 634 lane miles of surfaced roadways. The major commuter accessible corridors account for approximately 20 miles of road surface. The majority of impaired drivers, either interdicted or arrested after being involved in a collision are found on these roads.

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. In 2012, over 100,000 collisions occurred in the state of Arizona. The number of collisions state wide have been decreasing since 2006, despite the great increase in Arizona's population. This is most likely due to improved training and enforcement. In 2012, the Flagstaff Police Department investigated 2,630 traffic collisions, of which 395 where injury collisions and 6 were fatal. Also during 2012, the Flagstaff Police

Proposal Summary

Department Collision Reconstruction Team assisted the Coconino County Sheriff's Office and worked with other agencies in collision reconstruction investigations.

Accurate and thorough investigations are necessary for successful felony prosecution of criminal charges related to the violator's behavior that caused the collision. The Flagstaff Police Department must compose a high quality and comprehensive investigation, including very accurate documentation of the collision scene, evidence collection, reconstruction of the collision, and speed analysis. The Flagstaff Police Department Collision Reconstruction Team has been involved in three recent vehicular homicide investigations involving drug and alcohol abuse. Due to training for our team, two of these collisions had successful Grand Jury Indictments of second degree homicide because speeds were shown to be criminal. One of these indictments included a 20-year sentence for manslaughter and the other is pending prosecution. The third collision is currently awaiting charging review.

With local budget cuts already in place and further budget cut proposals on the horizon, it will become steadily more difficult to properly train officers in this field. The Arizona Peace Officer Standards and Training board currently offers a limited amount of courses in collision investigations and reconstruction. While we have utilized many of these courses, they are not to the level of education required and necessary to provide expert testimony. Also, our department is not always selected to attend these classes when they are offered due to the high demand and limited space available. Therefore, we are requesting assistance in sending officers to the Institute of Police Technology and Management schools. These specific courses were selected due to the fact that the techniques and skills learned will allow officers to effectively and thoroughly investigate the majority of the collisions occurring in our jurisdiction.

The Flagstaff Police Department Collision Reconstruction Team consists of five road officers and one Sergeant who work on a call-out basis. The team currently has only one officer trained at the level of Traffic Crash Reconstruction and no officers trained in the application of energy and damage analysis. Three of our team members have just above minimal basic training in the area of collision reconstruction.

Northern Arizona University is located in the City of Flagstaff, which creates a high volume of pedestrian and bicycle traffic, which is further increased by the Flagstaff community's very supportive stance on cycling and walking. In 2012, two fatal collisions involving a pedestrian death and one fatal collision involving a bicyclist were investigated by our team. Due to the location of Flagstaff at the intersection of several major highways, and as a major tourist destination, there is an influx of motorcycle traffic in the community during the summer months. Since 2006, 5 fatal motorcycle related collisions and numerous serious injury motorcycle collisions have occurred.

Photographic equipment is also being included in this proposal. Accurate scene documentation is necessary to insure the integrity of the investigation and for reference during the reconstruction following the collision. Currently, the Collision Reconstruction Team is issued a small point and shoot digital camera which is insufficient for the level of proper documentation necessary and do not adequately capture the needed photographs at night. The majority of the collisions the Collision Reconstruction Team investigates occur during the nighttime hours.

Funding from this grant would provide the Flagstaff Police Department the ability to send four officers to the Traffic Crash Reconstruction training, two officers to Energy Methods and Damage Analysis in Traffic Crash Reconstruction training, two officers to Pedestrian / Bicycle Crash Investigation training, and two officers to Investigation of Motorcycle Crashes training. Funding would also provide two Canon Digital SLR

Proposal Summary

cameras. This would allow the Collision Reconstruction Team the training and tools necessary to maintain and increase the level of education and skills required to investigate serious injury and fatality collisions within the Flagstaff community, as well as provide expert testimony in court. Officers attending IPTM classes would remain in the state of Arizona and specifically in Scottsdale, Arizona.

If you have additional information, please upload:

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The Collision Reconstruction Team regularly meets to discuss cases and conduct short trainings. Due to budgetary issues, most training in the past year has been in-house. However, we currently do not have an officer qualified to instruct new team members in the high level education of collision reconstruction.

Officers of the collision reconstruction team must be properly trained and brought up to the level of education required in the use of current techniques and knowledge in this highly technical field. In the past, we have attempted to send new team members to the AZPOST courses. Due to state and local budgetary issues, most of these courses have been few and far between, and the classes have a high demand with limited seats available.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

As stated, if this request is funded, the Flagstaff Police Department will purchase 10 slots for training in upcoming 2013-2014 IPTM classes located in the City of Scottsdale and purchase two Canon Digital SLR cameras for use by the Collision Reconstruction Team. This proposal will continue to enhance traffic safety and collision investigative services to the citizens of Flagstaff, Coconino County, and the State of Arizona.

Members of the Flagstaff Police Department will continue to provide education to the community in the form of classroom lectures to students and community groups. The Flagstaff Police Department will educate the public on the dangers of driving impaired, the importance of traffic laws, and the avoidance of traffic collisions. Additionally, education and presentations on safety will continue to be provided to pedestrians, bicyclists, and motorcyclists. The Flagstaff Police Department understands that education is an important component to any effort to reduce traffic collisions and fatalities.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

October 1, 2013 – December 31, 2013

- Secure funding and internal processing to training and equipment
- Secure slots for upcoming IPTM training
- Purchase listed equipment
- Conduct educational classes and group forums
- Attend IPTM classes offered during this quarter
- Maintain collision reconstruction team availability and response to any serious injury or fatal collisions.

January 1, 2014- March 31, 2014

- Continue educational classes for traffic safety
- Attend IPTM classes offered during this quarter
- Maintain collision reconstruction team availability and response to any serious injury or fatal collisions.

April 1, 2014 – June 30, 2014

- Continue educational classes for traffic safety

 Project Objectives, Methods of Procedure, Performance Measures: Project 1

- Attend IPTM classes offered during this quarter
- Maintain collision reconstruction team availability and response to any serious injury or fatal collisions.

July 1, 2014 –September 30, 2014

- Continue educational classes for traffic safety
- Attend IPTM classes offered during this quarter
- Maintain collision reconstruction team availability and response to any serious injury or fatal collisions.

Once funding is acquired, slots in the upcoming IPTM courses will be secured and the two cameras purchased. Community education would be conducted at local elementary, middle, and high schools, neighborhood and business block watch groups, driver education courses, as well as community related groups and programs. We would continue to conduct DUI impact panels and discussions of DUI among students and community groups. Our department would thoroughly investigate non-injury, injury, and fatal collisions and take appropriate enforcement action. The Collision Reconstruction Team will be utilized at all fatal and serious injury collision for scene processing and investigation, to insure all appropriate facts are recorded and reconstruction completed. All criminal cases will be forwarded to the Coconino County Attorney for review and charging.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2014." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2014."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2014." "To participate in 8 speed enforcement details by September 30, 2014."

With the added resources from the Governor's Office of Highway safety, Flagstaff Police Department's goals are as follows:

- To have a 40% reduction in fatal collisions in 2013. This would mean a reduction in fatal collisions from 6 to 4 or less.
- To have a 5% reduction in injury collisions in 2013. The three year average from 2010-2012 was 382. Our goal is to have less than 363 in 2013 and 344 in 2014.
- To have an overall reduction of 5% for all collisions in 2013. The three year average for all collisions from 2010-2012 was 2,634. The goal is to reduce this total to less than 2502 collisions in 2013 and 2371 in 2014.
- To reduce the total number of alcohol related collisions by 5% this year. Our three year average was 81 alcohol related collisions for the years of 2010 – 2012. Our goal is to have less than 77 in 2013 and 73 in 2014.
- To conduct at least four educational or prevention events by the end of each quarter.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Progress in this enforcement effort will be monitored by statistical analysis conducted quarterly with the prior year's collision statistics during the same time period. Quarterly reports will be forwarded to the Arizona Governors Office of Highway Safety as required.

Travel

Description

Collision Reconstruction Training

1) Traffic Crash Reconstruction (2 weeks)

Class Registration: 4 officers @ \$950 \$3800

Per Diem: 4 officers @ \$396 per week* \$3168

Travel (fuel) \$320

Lodging: 2 rooms @ \$150 per night (10 nights)*/*** \$3000

Total \$10,288

2) Pedestrian / Bicycle Crash Investigation (1 week)

Class Registration: 2 officers @ \$795 \$1590

Per Diem: 2 officers @ \$396 per week \$792

Travel (fuel) \$80

Lodging: 2 rooms @ \$200 per night (5 nights)**/*** \$2000

Total \$4462

3) Investigations of Motorcycle Collisions (1 week)

Class Registration: 2 officers @ \$795 \$1590

Per Diem: 2 officers @ \$396 per week \$792

Travel (fuel) \$80

Lodging: 2 rooms @ \$200 per night (5 nights)**/*** \$2000

Total \$4462

4) Energy Methods and Damage Analysis (1 week)

Class Registration: 2 officers @ \$825 \$1650

Per Diem: 2 officers @ \$396 per week \$792

Travel (fuel) \$80

Lodging: 1 room @ \$150 per night (5 nights) *** \$750

Total \$3272

Additionally, it should be noted that as of the submission of this proposal, the 2014 calendar for IPTM courses has yet to be published. As the grant submission date is prior to the publication of the calendar, and the cost of technology items can change, items listed will be estimates only with costs of inflation factored in.

Travel

* This is a two week course. Per Diem and Lodging are not provided on the weekend during the course.

** Due to having a female officer on the collision reconstruction team, an additional room is needed for the duration of the course.

*** Due to the location of the classes offered, the cost of the hotel fluctuates based on the time of year.

Travel In-State:

Description	Transportation	Lodging	Per Diem	Misc	Amount
Traffic Crash Reconstruction (2 weeks)	\$320.00	\$3,000.00	\$3,168.00	\$3,800.00	\$10,288.00
Pedestrian / Bicycle Crash Investigation (1 week)	\$80.00	\$2,000.00	\$792.00	\$1,590.00	\$4,462.00
Investigations of Motorcycle Collisions (1 week)	\$80.00	\$2,000.00	\$792.00	\$1,590.00	\$4,462.00
Energy Methods and Damage Analysis (1 week)	\$80.00	\$750.00	\$792.00	\$1,650.00	\$3,272.00
					\$0
					\$0
Total:					\$22,484

Travel Out-of-State:

Description	Transportation	Lodging	Per Diem	Misc	Amount
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total:					\$0

Description

-These cameras would sufficiently meet the needs of the Collision Reconstruction team and would function with existing department owned equipment, specifically flash lighting systems.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
Digital Single Lens Reflex Camera	2	\$699.00	\$150.00	\$0	\$1,548
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total					\$1,548

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$22,484	
Travel Out-of-State	\$0	
Materials and Supplies	\$1,548	
Capital Outlay	\$0	
Total Estimated Cost	\$24,032	

Cover Page

Project Title Flagstaff Fire Department Rescue Equipment

Total Grant Funding Requested \$26,013.00

Total ERE Percentage 45

Agency Name: City of Flagstaff
Contact Information: 211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: 928-779-7662
Fax: 928-779-7656

Governmental Unit: City of Flagstaff - Flagstaff Fire Department
Address: 211 West Aspen, Flagstaff, AZ 86001

Project Director: Stacey Brechler-Knaggs
Contact Information: Grants Manager
City of Flagstaff
Flagstaff City Hall
211 West Aspen
Flagstaff, AZ 86001
Phone: (928) 213-2227
Fax: (928) 213-2209
E-mail: sknaggs@flagstaffaz.gov

Project Administrator: Stacey Brechler-Knaggs
Contact Information: Grants Manager
City of Flagstaff
Flagstaff City Hall
211 West Aspen
Flagstaff, AZ 86001
Phone: (928) 213-2227
Fax: (928) 213-2209
E-mail: sknaggs@flagstaffaz.gov

Fiscal/Financial Contact: Stacey Brechler-Knaggs
Contact Information: Grants Manager
City of Flagstaff
Flagstaff City Hall
211 West Aspen
Flagstaff, AZ 86001
Phone: (928) 213-2227
Fax: (928) 213-2209
E-mail: sknaggs@flagstaffaz.gov

Cover Page

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

http://egrants.azgohs.gov/_Upload/9308-GOHS_FFDAp_Feb13.pdf

For GOHS Office use only

Total Proposal

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$26,013	
Total Estimated Cost	\$26,013	

Traffic Data Summary - Fire District

Only fill out these following questions if your agency is a Fire Department/District.

Description	2012	2011	2010
Traffic Calls for Service	242	212	237
Injuries	173	153	177
Fatalities	6	5	2
Crash To Hospital Arrival Times	0	0	0

Jurisdiction

Select the Type of Jurisdiction:

City

Select the Type of Agency:

Law Enforcement



Fire Department / District

Non-Profit / Other

Select the County Served:

Coconino County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

Roadway Safety – Emergency Medical Service Extrication and related equipment. In order to quickly and effectively remove victims of vehicle accidents 2 handheld combination spreader/cutter self contained tools are being requested. This equipment will facilitate rapid and safe extrication of trapped highway accident victims. This equipment will facilitate a reduction in traffic congestion on highways and roadways, and reduce potential for additional accidents. In so doing, safety of both responders and the traveling public will be improved. The Flagstaff Fire department can and would except any part of this request should there be a limited amount of funds available.

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

General: The Flagstaff Fire Department is a 85-person career Fire Department providing direct services to the community, as well as mutual-aid assistance to a number of area public safety departments in Northern Arizona. The greater Flagstaff area is home to approximately 60,000 people, and is visited by over one million people each year. Located at the base of the San Francisco Peaks, in the midst of the largest continuous stand of Ponderosa Pine trees in the world, the area sits at an elevation of 7000 feet and receives approximately 20 inches of precipitation annually.

Streets and Highways: There are approximately 400 center-line miles of city maintained streets within Flagstaff, and another 25 center-line miles of State Highway requiring a Fire Department response in an emergency. In addition, we assist other Departments in the immediate vicinity along the I-17 and I-40 Highway corridor, as well as State Highways 180 and 89.

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. In the Flagstaff area the terrain is very diverse and can pose a myriad of issues when vehicle are involved in motor vehicle accidents. The extrication of victim in these vehicles also presents an array of challenges. The process of removing a vehicle from around a trapped patient must be completed before removal of patients is attempted. Therefore, the process of rapid vehicle extrication is number 1 priority in the care of those involved in all auto accident. In the case when a vehicle is over an embankment presents increased challenges due to the distance the victims are from the extrication units. We have experienced difficulties when our vehicle mounted equipment will not reach the victims and has injured personnel as the attempt to carry this equipment closer to the incident. With the addition of the 2 handheld combination spreader/cutter self contained tools personnel can rapidly move to the patients and perform the extrication.

If you have additional information, please upload:

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The unassisted purchase of the 2 handheld combination spreader/cutter self contained tools for the purpose of victim extrication will not occur in the foreseeable future due to budget situation, limitations, and the demand for other equipment.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

Provide extrication equipment for rapid deployment and removal of trapped victims on roadways and highways in Northern Arizona especially those of the roadway accident where our apparatus can not get with in 25 feet.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

- a. Process: upon approval by GOHS, City's Purchasing Department will bid item.
- b. When bids are received/approved, the order will be placed.
- c. Upon receipt of the equipment, all personnel will be trained on their use.
- d. The equipment will be deployed for service, and maintained by Flagstaff Fire Department.
- e. Time frame – It is our goal to have this equipment operational within 6 months of the award.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2014." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2014."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2014." "To participate in 8 speed enforcement details by September 30, 2014."

to have extrication equipment on scene of off highway traffic accidents upon arrival of the first engine 80% of the time by the end of the grant period

2 handheld combination spreader/cutter self contained tools

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
Hust SC 350 combination extrication tool	2	\$11,900.00	\$2,213.00		\$26,013
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total					\$26,013

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$26,013	
Total Estimated Cost	\$26,013	

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Andy Wagemaker, Revenue Director
Date: 03/15/2013
Meeting Date: 03/19/2013



TITLE:

Public Hearing and Consideration / Adoption of Ordinance No. 2013-02: An ordinance amending the Flagstaff City Code, Title 3, *Business Regulations*, Chapter 3-05, *Privilege and Excise Taxes*, Division 3-05-004, *Privilege Taxes*, by amending Section 3-05-004-0430 *Timbering and Other Extraction*, by deleting a tax exemption for felling, producing or preparing timber for sale or commercial use; amending Section 3-05-004-0475, *Transporting for Hire*, by deleting tax exemptions related to transporting by motor vehicle outside the City, towing and transportation by railroad, all in an effort to achieve a more uniform Model City Tax Code; and amending Section 3-05-006-0600, *Termination, Approval and Authority to Amend Chapter*, by making clerical revisions to clarify the history of tax code changes; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

RECOMMENDED ACTION:

- 1) Open the Public Hearing
- 2) Take public comment
- 3) Close Public Hearing
- 4) Read Ordinance No. 2013-02 by title only for the first time on March 19, 2013
- 5) City Clerk reads Ordinance No. 2013-02 by title only for the first time (if approved above)

Policy Decision or Reason for Action:

By adopting the proposed ordinance, the City is doing its part to help in the Governor's efforts to make the Model City Tax Code more uniform. Subsidiary Decisions Points: None.

Financial Impact:

It is anticipated that the proposed changes will have a nominal effect on City transaction privilege tax revenues.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

Yes. The items referenced in this Staff Summary and Ordinance were discussed at the November Council retreat.

Options and Alternatives:

- 1) Adopt the proposed ordinance. If the City adopts the proposed ordinance, the City of Flagstaff will do its part to make the Model City Tax Code more uniform.
- 2) Do not adopt the proposed ordinance. If the City chooses to not adopt the proposed ordinance, the City will continue to enforce the current tax code. Please note: If the City chooses this option, the City may still be forced to remove these specific items by the Model Tax Code Commission at some point in the future.

Background/History:**Model City Tax Code**

In 1987 the City of Flagstaff and other Arizona cities and towns adopted the Model City Tax Code. The Model City Tax Code enables businesses to be taxed uniformly. Cities have the option of establishing the rate (%) of tax applied to gross income, and there are model and local options under the Model City Tax Code which cities may adopt. The City's base tax rate is currently 1.721% and there is an additional voter approved 2% BBB tax levied on the restaurant/bar and the hotel/motel classifications.

The City of Flagstaff is required to adopt all changes to the Model City Tax Code issued by the Model Tax Code Commission.

Governor's TPT Simplification Task Force

In May, 2012, Governor Jan Brewer issued Executive Order 2012-01 calling for the creation of a Transaction Privilege Tax Simplification Task Force. The Task Force was charged with:

...reviewing, identifying, or developing proposals that would simplify the TPT code and TPT practice in order to alleviate taxpayer frustration, improve compliance, and avoid redundancies. Specific areas of focus shall include, but not be limited to:

- a. options for a single point administration to avoid redundancies;
- b. identification of differences between state statute and the Model City Tax Code; and
- c. standardization of definitions of taxable transactions between taxing authorities.

In conjunction with the creation of the Task Force, the Arizona League of Cities and Towns asked all municipalities to eliminate all unique tax code provisions. City staff reviewed the adopted code and discussed recommended cleanup items with Council at the November Council retreat. The proposed ordinance is an attempt to eliminate tax code provisions unique to the City of Flagstaff, in an effort to further make the Model City Tax Code more uniform.

Proposed City Tax Code Changes

The City of Flagstaff has adopted the Model City Tax Code, but has a few provisions that are unique to the City. The proposed ordinance will have the effect of eliminating tax code provisions unique to the City. In particular, the following tax exemptions will be eliminated:

- Timbering and Other Extraction: tax exemption for felling, producing or preparing timber for sale or commercial use;
- Transporting for Hire: tax exemptions for: (1) transporting by motor vehicle outside the city; (2) towing and storage; (3) transportation by railroad.

In addition, clerical changes to Section 3-05-006-0600 Termination, Approval and Authority to Amend Chapter are being proposed to clarify the history of the tax code.

Notice of the proposed tax code changes were posted on the City website homepage on December 28, 2012.

Staff Outreach and Business Impacts

Staff attempted to contact all businesses affected by the proposed changes. The following section summarizes the outreach and impacts.

- Timbering and Other Extraction:**

One current taxpayer is affected by the removal of this exemption. The taxpayer was contacted and does not feel that the removal of the exemption will affect the business in any way. Therefore, eliminating this exemption will not increase taxes on any current taxpayers within the City of Flagstaff. However, eliminating this exemption may affect future taxpayers.

- Transporting for Hire: (1) transporting by motor vehicle outside the city and (2) towing and storage**
No current taxpayers are affected by the removal of these exemptions. Over the past few years, City staff has advised existing and new taxpayers that state regulations preempt the City from levying specific taxes under the transportation classification. However, these taxpayers are required to obtain an occupational business license with the City of Flagstaff. City staff will continue to advise taxpayers within this classification to obtain an occupational business license with the City and coordinate other requirements with the State of Arizona. Therefore, eliminating these exemptions will not increase taxes on any current or future taxpayers within the City of Flagstaff.

- Transporting for Hire: (3) transportation by railroad.**

No current taxpayers are affected by the removal of this exemption. City staff contacted the Arizona Department of Revenue and other Cities throughout the state. No other jurisdictions levy a tax for transportation by railroad. Therefore, eliminating this exemption will not increase taxes on any current or future taxpayers within the City of Flagstaff.

Key Considerations:

A complaint of some businesses operating in Arizona is the complexity of filing tax returns at the State and local level. A uniform Model City Tax Code makes it easier for those businesses which engage in taxable business activities in multiple Arizona cities and towns to file tax returns.

Expanded Financial Considerations:

None.

Community Involvement:

Inform.

Specific businesses that could possibly be affected by the proposed tax code changes were contacted. At this point in time, none of those business feel that the proposed changes will affect them in any meaningful way.

Attachments: Ord. 2013-02

ORDINANCE NO. 2013-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, *BUSINESS REGULATIONS*, CHAPTER 3-05, *PRIVILEGE AND EXCISE TAXES*, DIVISION 3-05-004, *PRIVILEGE TAXES*, BY AMENDING SECTION 3-05-004-0430, *TIMBERING AND OTHER EXTRACTION*, BY DELETING A TAX EXEMPTION FOR FELLING, PRODUCING OR PREPARING TIMBER FOR SALE OR COMMERCIAL USE; AMENDING SECTION 3-05-004-0475, *TRANSPORTING FOR HIRE*, BY DELETING TAX EXEMPTIONS RELATED TO TRANSPORTING BY MOTOR VEHICLE OUTSIDE THE CITY, TOWING, AND TRANSPORTATION BY RAILROAD, ALL IN AN EFFORT TO ACHIEVE A MORE UNIFORM MODEL CITY TAX CODE; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Arizona cities and towns have traditionally enjoyed significant local control, including the authority to impose local transaction privilege taxes on businesses;

WHEREAS, local taxes help fund City government and services, including police and fire protection; street maintenance; water, sewage and solid waste; and other services that benefit businesses operating in the City;

WHEREAS, over 30 years ago the City adopted the Model City Tax Code, which has been adopted by cities and towns throughout Arizona ("City Tax Code");

WHEREAS, the City has adopted a few tax provisions unique to the City;

WHEREAS, Arizona municipalities have been requested by the League of Arizona Cities and Towns ("League") to eliminate unique tax provisions in order to increase tax uniformity in the Model City Tax Code;

WHEREAS, the City is willing to eliminate unique provisions in an effort to be responsive to taxpayers seeking a more uniform Model City Tax Code; and

WHEREAS, notice of the proposed changes to the City Tax Code have been published on the City website for at least 60 days prior to adoption of this ordinance.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, *Privilege and Excise Taxes*, is hereby amended as set forth below (deletions shown as stricken, and additions shown as capitalized text):

SECTION 3-05-004-0430 TIMBERING AND OTHER EXTRACTION:

- (a) The tax rate shall be an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the following businesses:
 - (1) Felling, producing, or preparing timber or any product of the forest for sale, profit, or commercial use.
 - (2) Extracting, refining, or producing any oil or natural gas for sale, profit, or commercial use.
- (b) The rate specified in subsection A. above shall be applied to the value of the entire product extracted, refined, produced, or prepared for sale, profit, or commercial use, when such activity occurs within the City, regardless of the place of sale of the product or the fact that delivery may be made to a point without the City or without the State.
- (c) If any person engaging in any business classified in this Section ships or transports product, or any part thereof, out of the State without making sale of such products, or ships his products outside of the State in an unfinished condition, the value of the products or articles in the condition or form in which they existed when transported out-of-State and before they enter interstate commerce shall be the basis for assessment of the tax imposed by this Section.
- ~~(d) The tax prescribed by this Section shall not apply to the felling, producing, or preparing timber or any product of the forest for sale, profit, or commercial use.~~

SECTION 3-05-004-0475 TRANSPORTING FOR HIRE:

The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of providing the following forms of transportation for hire from this City to another point within the State.

- (a) Reserved.
- (b) Transporting of oil or natural or artificial gas through pipe or conduit.

- (c) Transporting of property by aircraft.
- (d) Transporting of persons or property by motor vehicle, including towing and the operation of private car lines, as such are defined in Article III, Chapter 4, Title 42, Arizona Revised Statutes; provided, however, that the tax imposed by this subsection shall not apply to:
 - (1) Gross income subject to the tax imposed by Article VI, Chapter 9, Title 28, Arizona Revised Statutes.
 - (2) Gross income derived from the operation of a governmentally adopted and controlled program to provide urban mass transportation.
 - (3) ~~(RESERVED) Gross income derived from the transporting of persons or property by motor vehicle to a point outside the City.~~
 - (4) ~~(RESERVED) Gross income derived from the towing of automobiles, trucks, and other motor vehicles or equipment by rental agencies, storage garages, services stations, parking lots, or other similar persons.~~
- (e) ~~(RESERVED) Transporting of persons or property by railroad shall not be subject to the tax.~~
- (f) Deductions or exemptions. The gross proceeds of sales or gross income derived from the following sources is exempt from the tax imposed by this section:
 - (1) Income that is specifically included as the gross income of a business activity upon which another section of Article IV imposes a tax, that is separately stated to the customer and is taxable to the person engaged in that classification not to exceed consideration paid to the person conducting the activity.
 - (2) Income from arranging amusement or transportation when the amusement or transportation is conducted by another person not to exceed consideration paid to the amusement or transportation business.
- (g) The tax imposed by this section shall not include arranging transportation as a convenience to a person's customers if that person is not otherwise engaged in the business of transporting persons, freight or property for hire. This exception does not apply to businesses that dispatch vehicles pursuant to customer orders and send the billings and receive the payments associated with that activity, including when the transportation is performed by third party independent contractors. For the purposes of this paragraph, "arranging" includes billing for or collecting transportation charges from a person's customers on behalf of the persons providing the transportation.

SECTION 2. Penalties.

Any person convicted of a violation of this ordinance is guilty of a misdemeanor and shall be fined a sum not to exceed two thousand five hundred dollars (\$2,500.00) and may be sentenced to confinement in the County jail for a period not to exceed ninety (90) days for any one offense, all in accordance with the Flagstaff City Code Chapter 1-04. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections.

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date.

This ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY